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# The Solicitors' Journal and Reporter.

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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

## Contents.



## Cases Reported this Week.

*In the Solicitors' Journal.*



*In the Weekly Reporter.*



## CURRENT TOPICS.

IT IS UNDERSTOOD that, on and after Monday next, Sir F. JEUNE will take special jury actions in the Queen's Bench Division.

WE PRINT elsewhere an order of transfer of actions from Mr. Justice STIRLING and Mr. Justice KEKEWICH to Mr. Justice FARWELL, and of actions from Mr. Justice BYRNE to Mr. Justice BUCKLEY, in each case for the purpose only of hearing or of trial.

AS REGARDS LEARNING and experience, the selection of Mr. BOSANQUET, Q.C., for the post of Common Serjeant of the City of London is unexceptionable—in these respects, indeed, it may be suggested that his appointment to such an office is rather a waste of power. He has, moreover, during his twenty years' experience as recorder, obtained a thoroughly practical acquaintance with the administration of criminal law. Whether the appointment will be popular in the City, is, perhaps, another question.

WE GIVE elsewhere a detailed report of the interview of a deputation from the Incorporated Law Society and various provincial law societies with the Chancellor of the Exchequer on Monday last, on the question, to which we have so often referred, of estate duty on land sold under a power or trust for sale. It will be seen that, although Sir M. HICKS-BEACH declined to assent to Sir ALBERT ROLLIT'S amendment, which we mentioned last week, he undertook that a freer use should be made by the Inland Revenue authorities of the power of section 11 of the Finance Act, 1894, providing that the commissioners, on being satisfied that the full estate duty had been *or would be paid*, might give a certificate to that effect which would discharge any particular property from claim for duty. If the experience of the coming year showed that the difficulty could not be thus overcome, he undertook next session to consider an amendment of the law on the matter.

THE ATTORNEY-GENERAL was in a lively mood when he addressed the Leeds law students on Saturday last, and it is to be feared that the county court judges and magistrates of

the district are likely now or hereafter to suffer from his exhortations. His first and foremost advice was, "Don't be afraid of a judge," and especially don't be afraid of instructing him "in even the most elementary matters." The weak point in this excellent suggestion is the fact that so many judges decisively decline to allow themselves to be instructed in the elements of law. The speaker referred to Lord CAIRNS as a most modest man; but did Sir RICHARD WEBSTER ever venture to draw forth the air of cool contempt with which any attempt at elementary instruction or persistence in any line of argument which was not considered relevant would have been received by that great judge? On other matters there are valuable suggestions in the Attorney-General's address. His depreciation of the exaggerated importance which has been attached to cross-examination; his suggestion of the value of personal inspection of any land or machinery to which a case relates, and above all his enforcement of the absolute necessity for concentration of the mind on the subject-matter before it, are matters to which the attention of every law student and practitioner should be directed.

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THE BILL for the acquisition of property for building a new Land Registry Office has now been printed. It is backed by Mr. AKERS DOUGLAS, the Attorney-General, and Mr. HANBURY. It recites that it is expedient to provide a new building for the business of the Land Registry Office and other public departments carried on at the Land Registry Office in Lincoln's-inn-fields, and it proposes that certain property in the neighbourhood shall be acquired under the powers of the Lands Clauses Acts. The Treasury are to be empowered to issue out of the Consolidated Fund such sums, not exceeding in the whole £265,000, as may be required by the Commissioners of Works for the acquisition of land and the erection of buildings. Clause 8 provides that "the commissioners may erect all such buildings, execute all such works, and do all such other things as may in their opinion be necessary or proper for the purpose of providing on land acquired by them under this Act, and on the site of the present Land Registry Office, accommodation for the business of the Land Registry Office and other public departments carried on at the Land Registry Office, and for such other public offices as may be determined, and appropriating any such land for any of those purposes." The profession are fully prepared for the proposals of the Bill, and we have no doubt that every effort will be made to secure its rejection. It will be interesting to see how the Government reconcile it with the distinct understanding upon the faith of which the opposition to the Land Transfer Act, 1897, was withdrawn, that the first application of compulsory registration was to be experimental only — an understanding embodied in the provision of section 20 (8) of the Act that "in any case no further order shall be made under this section until the expiration of three years from the making of the first order." Obviously the passing of this Bill will prejudge the whole question of the universality of compulsory registration. While the system is still on trial an expenditure of over a quarter of a million is to be incurred on the mere chance of its being a success. It will probably puzzle laymen as much as lawyers to discover why the Treasury has suddenly become so lavish of the public money.

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THE GREATEST interest has been taken this week by both branches of the legal profession in the proceedings for contempt of court arising out of the attack of a Birmingham newspaper upon Mr. Justice DARLING. Fortunately such attacks upon judges of the High Court are very rare, but possibly they might cease to be rare if a case like this was passed over in silence. No one wishes to muzzle the press; and it is not only permissible, but it is often the duty of the press, to criticize the verdicts of juries and the decisions of judges. Such criticism should, however, be confined within the bounds of decency and moderation, and even where a judge does go out of his way to use language which is galling to any class of the community, no paper can be allowed to express its resentment in words which convey gross personal insults, and hold the judge up to ridicule and contempt both as a judge and as an individual. The class objecting to the judge's words may, however, be defended without fear, provided the defence does not take such a form as to bring contempt upon the administration of justice. The discretion of the judge in making the remarks may be challenged, and the necessity for the remarks may be denied, even in strong terms, as was done by other Birmingham papers last week in relation to the same words of Mr. Justice DARLING. But no lack of discretion can justify gross insults offered to a judge in his official capacity. In the recent case of *McLeod* v. *St. Aubyn* (1899, A. C. 549) the judgment states that "Committals for contempt of court are ordinarily in cases where some contempt *ex facie* of the court has been committed, or for comments on cases pending in the courts. However, there can be no doubt that there is a third head of contempt of court by the publication of scandalous matter of the court itself. . . . The power summarily to commit for contempt of court is considered necessary for the proper administration of justice. It is not to be used for the vindication of the judge as a person. He must resort to action for libel or criminal information. Committal for contempt is a weapon to be used sparingly, and always with reference to the interests of the administration of justice. Hence, when a trial has taken place and the case is over, the judge or the jury are given over to criticism."

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WE ARE all fairly familiar with proceedings for contempt by comments on cases pending, but proceedings for comments after the case is at an end are rare. The case at Birmingham with regard to which the judge's remarks were made, however, was at an end before the offending newspaper published its attack. The attack had no reference to the merits of the case at all. The contempt, therefore, comes under the third head of contempt mentioned above. With regard to this head, however, the judgment says: "Committals for contempt of court by scandalizing the court itself have become obsolete in this country." This is, of course, merely a *dictum*, and it probably only means that a long time has passed since the last case of proceedings for scandalizing the court itself. The Birmingham case shews that such committals have not become obsolete, in the sense that proceedings for scandalizing the court will under no circumstances be taken in the present day. This journal, at the time when the doctrine of contempt of court threatened to be extended, was foremost in condemning such extension, but we are bound to say that, although judges are as a rule satisfied to leave scandalous remarks to public opinion, the line must be drawn somewhere. It is clear that insulting attacks upon a judge, as a judge, if persistently repeated, would greatly weaken his authority. Suitors would have no confidence in him, and would feel that it was a grievance for their cases to be tried by him; while juries would refuse to give that weight to his directions which they ought to give. Such a weakening of the authority of one High Court judge could not fail to act prejudicially upon the whole court. It is, therefore, probably necessary that the weapon of summary committal for scandalous comments (little as we like it) should not be allowed to become so rusty that it can never be used again. At the same time it is of the greatest importance that it should be used most sparingly, and only in extreme cases. There is much room for difference of opinion as to whether the recent attack on Mr. Justice DARLING was one of those extreme cases. It is argued by some that the proceedings have secured the publication of the insults in every paper in the United Kingdom, and have done more towards weakening the authority of the judge in the future than an attitude of lofty scorn would have done. However this may be, the attack was certainly a gross one; and as proceedings were taken, the offender was fortunate to escape with nothing worse than a fine.

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THESE are indeed revolutionary times! There will be found in another column a letter from a Perpetual Commissioner, whose ability and wide experience cannot be denied, actually suggesting that the process of acknowledgment of deeds by married women might be abolished with advantage to everybody concerned except the Perpetual Commissioner. What are we to think when we have, on the one hand, the Court of Appeal declaring, so recently as 1891, that the separate examination of

a married woman "affords conclusive evidence that she knew what was being done and assented to it" (*Roberts* v. *Cooper*, 1891, 2 Ch., at p. 344); and, on the other hand, our esteemed correspondent's statement that he has never himself, "in the character of a Perpetual Commissioner, been afforded the privilege of rescuing from danger any married woman." Or, again, what conclusion can we arrive at when we have, on the one hand, the solemn *dictum* of JESSEL, M.R., that "the object of acknowledgment is to protect the married woman against the coercion or blandishments of her husband, or what may be called undue influence by him" (*Goodchild* v. *Dougall*, 24 W.R. 960, 3 Ch. D., at p. 652); and, on the other hand, our correspondent's statement that, in his own experience as a Perpetual Commissioner, "the process is the merest form in the world," and that the married woman "invariably knows all about the transaction so far as it concerns her personal interests, and she regards either as an insult or a sorry joke, or a meaningless formula, the most delicate inquiry as to her being a free agent." On the whole, probably most Perpetual Commissioners will agree with our correspondent that married ladies dwelling in cities are nowadays tolerably competent to look after their own interests; but we imagine that in the country there must still be occasional instances in which the separate examination is more than a mere form; and we hope that some Perpetual Commissioner will be able to supply our correspondent with a well-authenticated instance in which this safeguard of the law has been really useful.

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A BILL, under the title of the Colonial Solicitors Bill, has been introduced by Mr. HEDDERWICK and has been read a second time in the House of Commons. A similar Bill has been before Parliament in former years on the initiative of the Incorporated Law Society. At present the admission of colonial solicitors to practice in this country is regulated by the Colonial Attorneys Relief Acts of 1857, 1874, and 1884. The Act of 1857 was not to take effect in any colony except under an Order in Council relating to the colony. It provided that British subjects who had been admitted as solicitors in colonies which had a system of law similar to our own, and in which service under articles for five years and an examination were necessary for admission, might be admitted in England, subject to the provisions of the Act. These provisions were (1) an examination in England under the direction of the Master of the Rolls; (2) a certificate in the scheduled form from a common law judge of the applicant's colony; and (3) an affidavit of residence in England and twelve months' cessation from practice in the colony. By the Act of 1874 the requirements of examination and of twelve months' cessation from practice were dispensed with in cases where the colonial solicitor had actually practised for seven years, and had served under articles and passed an examination previously to his admission. The Act of 1884 provided for Orders in Council being made for colonies which admitted English solicitors on production of their English certificates without service in the colony and without examination, save in law peculiar to the colony; the conditions for admission of colonial solicitors being five years' service under articles, examination, and actual practice in the colony for seven years. The following colonies, among others, have had these Acts applied to them by Order in Council: Victoria, New South Wales, South Australia, Western Australia, New Zealand, Cape of Good Hope; and they have also been applied in India, Bombay, Bengal, and Madras.

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THE PRESENT Colonial Solicitors Bill proposes to repeal the above Acts entirely and to introduce an amended system. By clause 1 it is provided that a solicitor of a superior court in a British possession, to which the Act applies, may on giving due notice and the prescribed proof of his qualifications and good character, and either on passing the prescribed examination, or, in the prescribed cases, without examination, and either after service of articles during the prescribed period, or, in the prescribed cases, without such service, be admitted a solicitor of the Supreme Court. This enactment, it will be seen, dispenses with any term of practice abroad and leaves all the requirements for admission to be "prescribed" hereafter. The application of the Act as well as the mode of prescribing requirements are regulated by clause 2. Its application to any particular colony still depends upon an Order in Council made with regard to that colony, and two points must be established in favour of the colony before the order can be made. First, it must be shewn that the regulations for admission in the colony are such as to secure proper qualifications in solicitors; and secondly, that the terms for admission of English solicitors in the colony are as favourable as the Act gives for admission of colonial solicitors here. If these points are proved, the Order in Council may be made, and by the same or any subsequent order provision may be made for all matters authorized by the Act to be prescribed. It will thus be seen that the Bill contemplates that, so far as statute law is concerned, the only fixed matters shall be the initial requirements for the making of an order—namely, proper qualifications for colonial admission, and reciprocity on the part of the colony. Granted these, all details as to admission of solicitors of the colony in England are left to be arranged by an Order in Council. The system promises an elasticity which has hitherto been very much wanting.

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IN THE CASE of *Welland* v. *Great Western Railway Co.* the Court of Appeal appear to have acted inadvertently in making an order on a county court judge to shew cause why he should not give directions for taxation of costs between the applicant and the respondents in a case arising under the Workmen's Compensation Act. When the claim for compensation originally came before the county court judge, it appeared that the respondents had made an offer to the applicant which the judge considered adequate. He thereupon refused to make any award at all. The applicant appealed to the Court of Appeal, and that court remitted the case to be determined by the county court judge, and further ordered that the respondents should pay the costs of the original hearing in the county court. On the matter coming again before the judge, he made an award for the amount offered by the respondents in the first instance, and he fixed the costs which the respondents were to pay under the order of the Court of Appeal at £5. Upon this the applicant obtained from that court an order calling on the judge below to shew cause why he should not direct the costs to be taxed in the ordinary way; the bill carried in by the applicant's solicitor being largely in excess of £5. It is clear that this order *nisi* ought never to have been made. It is open to objection on two grounds: first, the procedure for compelling a county court judge to perform any act relating to the duties of his office is prescribed by section 131 of the County Courts Act, 1888: the party requiring the act to be done is to "apply to the High Court, upon an affidavit of the facts, for an order or summons calling upon the judge, and also the party to be affected, to shew cause why such act should not be done." The Court of Appeal was, therefore, not the proper tribunal. Secondly, the county court judge had jurisdiction to impose a limit on the amount of the costs to be recovered. By rule 33 (3) of the Workmen's Compensation Rules, 1898, "the judge or arbitrator, in dealing with the question of costs, may take into consideration any offer of compensation proved to have been made on behalf of the employer." The county court judge having arrived at the conclusion that the offer made ought to have been accepted, and having awarded the actual sum offered, very properly cut down the applicant's costs to a moderate figure. In fact, it hardly seems consonant with justice that the respondents should have had to pay any part of the applicant's costs in the circumstances of the case.

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THE JUDGMENT of FARWELL, J., in *Manchester Brewery Co.* (*Limited*) v. *Coombs* (*Times*, 28th inst.) dealt with several interesting points relating to the tenancy of a tied house. On the 10th of December, 1892, the defendant executed under seal an agreement with BROADBENTS (LIMITED), therein called the landlords, to take a hotel as tenant from year to year, and he covenanted with the landlords that he would at all times during the tenancy purchase of BROADBENTS (LIMITED), or their successors in business, all beer, &c., mineral waters, and cigars sold or consumed either on or off the premises. The premises were

then owned by BROADBENTS (LIMITED), who carried on the business of brewers, but they did not execute the agreement. The defendant occupied the premises as tenant to BROADBENTS (LIMITED) until 1899, when they sold their business and their various tied houses, including the hotel in question, to the plaintiffs. The hotel was duly conveyed to the plaintiffs, but there was no express assignment of the benefit of the agreement for taking beer. Some time after the sale, the business was moved from the brewery where BROADBENTS had carried it on to the plaintiffs' brewery, about two miles away. In an action for an injunction to restrain the defendant from committing a breach of the agreement, the defence was raised (1) that the benefit of the agreement was confined to BROADBENTS (LIMITED) and their successors carrying on business at the original brewery, and (2) that if it was capable of passing with the reversion, yet it could only do so where there was a lease by deed executed by the lessor. Until recently the only guide as to the persons entitled to the benefit of a covenant of this kind was *Doe* v. *Reid* (10 B. & C. 849), where the lessee covenanted to take liquor from the lessors, "their executors, administrators, or assigns, in their late or present trade of brewers"; and it was held that the benefit of the covenant did not pass to purchasers of the business and the demised premises, who removed the business to another brewery two miles away. In other words the effect of "assigns" was restrained by the subsequent words. But since that case the important cases of *Clegg* v. *Hands* (38 W. R. 433, 45 Ch. D. 503) and *Birmingham Breweries (Limited)* v. *Jameson* (67 L. J. Ch. 403) have both been before the Court of Appeal. In *Clegg* v. *Hands* the covenant was with the lessors and their assigns, and there was no restriction to successors in business. Consequently the benefit of the covenant was held to pass to a brewer at another brewery who purchased the demised premises. In *Birmingham Breweries (Limited)* v. *Jameson* the covenant, as it stood in the body of the lease, was with the lessor and his successors in business, but under the definition clause the term "lessor" was extended to include assigns. The Court of Appeal, however, declined to allow this extension to influence the meaning of the covenant, and the benefit of it did not pass to brewers who had purchased the reversion in the demised premises. In that case the successors in business of the original lessor were still carrying on the brewery on the old premises, so that the business and the reversion had become separated. The present case of *Manchester Brewery Co. (Limited)* v. *Coombs* differed from the above in that it referred to successors in business merely, and there was no mention of assigns. In accordance with *Doe* v. *Reid* (*supra*) it might have been supposed that the benefit of the covenant would have been restricted to successors at the original brewery, but FARWELL, J., allowed the covenant a wider interpretation, and gave the benefit of it to the plaintiffs, notwithstanding that they had removed the business to new premises.

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BUT, ASSUMING the covenant in *Manchester Brewery Co. (Limited)* v. *Coombs* to be capable of running with the reversion, the question whether it would so run when there was no lease under the seal of the lessor raised a question of more general importance. It is by virtue of 32 Hen. 8, c. 34, that the benefit of covenants runs with the reversion, and it has been held that the statute applies only where the lease is made by deed: *Standen* v. *Christmas* (10 Q. B. 135). But it does not follow that in a case of parol tenancy the assignee of the reversion will always be without remedy. The tenant by payment of rent will be taken to recognize him as landlord on the terms of the tenancy previously existing; and similarly, where it is a question of the burden of a covenant passing to an assignee, the receipt of rent by the assignee, with knowledge of the terms of the tenancy, will bind him to observe them: see *Cornish* v. *Stubbs* (L. R. 5 C. P. 334). In the present case there had been dealings between the parties which amounted to a recognition of a tenancy under the plaintiffs, and upon this ground FARWELL, J., held that they were entitled to enforce the covenant as a stipulation of the new tenancy, even though they might not be strictly entitled to the benefit of the covenant as a covenant of the original tenancy. But the learned judge found a further reason for arriving at the same result in the application of the doctrine of *Walsh* v. *Lonsdale* (31 W. R. 109, 21 Ch. D. 9). Where there is an agreement for a lease of which the court would grant specific performance, the lease is to be regarded as granted, and accordingly for all purposes for which the existence of a valid lease at law is necessary, such valid lease is to be deemed to exist. The doctrine, said FARWELL, J., applies only to cases where there is a contract to transfer a legal title, and an act—such as a distress—has to be justified, or an action maintained, by force of the legal title to which such contract relates. In general, indeed, the court will not order specific performance of a contract for a yearly tenancy (*Clayton* v. *Illingworth*, 10 Hare 451); but the present case was treated as exceptional, the execution of the agreement by the lessee shewing that it was the intention that a tenancy under seal should be created. Consequently there was an agreement of which specific performance would be granted; hence for the purpose of determining the rights of the parties it was to be taken that a lease under seal had been granted; and consequently the objection that the covenant did not run with the reversion because there was no lease under seal fell to the ground.

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## ACTIONS UNDER THE DIRECTORS' LIABILITY ACT, 1890, AND THE STATUTE OF LIMITATIONS.

THE Court of Appeal (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.) have affirmed the decision of KEKEWICH, J., in *Thomson* v. *Lord Clanmorris* (48 W. R. 39), and have held that an action against directors under the Directors' Liability Act, 1890, in respect of untrue statements is not barred under section 3 of the Civil Procedure Act, 1833 (3 & 4 Will. 4, c. 42), by the lapse of two years as an action to recover damages given by a statute; though the fact that such a contention should have been possible shews how much the law relating to the limitation of actions requires to be redrafted.

Upon the mere language of the two Acts in question there is no doubt that the argument in favour of the two years' limit had a certain amount of plausibility. By section 3 of the Directors' Liability Act, 1890, a director is made liable to pay compensation to persons subscribing for shares on the faith of a prospectus for the loss or damage they may sustain by reason of any untrue statement in the prospectus, unless he can shew that he had reasonable ground to believe, and did believe, that the statements were true. The Civil Procedure Act, 1833, provides by section 3, that "all actions for penalties, damages, or sums of money given to the party grieved by any statute now or hereafter to be in force shall be commenced . . . within two years after the cause of such actions or suits, but not after." Here, then, we have by one statute a right to compensation—that is, to damages—given, and by another statute a limitation of two years placed on the recovery of damages given by any statute. At first sight the relation of one statute to the other seems to be clear, and the two years' limit to apply as a matter of course. But the clearness of the result passes away when attention is paid to the real nature of the damages given by the Directors' Liability Act, 1890, and to the real object of the enactment of the two years' limitation by the Civil Procedure Act, 1833.

The limitation of two years on penal actions dates from 31 Eliz. c. 5, s. 5, by which all suits for any forfeiture upon any penal statute, whereby the forfeiture was limited to the Crown, were to be brought within that period; but where the benefit of the forfeiture was limited jointly to the Crown and the informer, the limit was to be one year only so far as the informer was concerned, though the Crown could still recover within two years. The statute did not, however, touch the case of the party actually grieved (Noy, 71), nor apparently did a suit by him for penalties or compensation to which he might be entitled, fall within any of the classes of action barred by the Limitation Act, 1623 (21 Jac. 1, c. 16). It was to meet this case accordingly that the provision quoted above was inserted in the Civil Procedure Act, 1833, and the natural inference from the course of legislation is that this provision was designed to apply only to actions brought to recover a penalty.

Whether in a case where a sum of money is recoverable under a statute such sum is to be treated as a penalty or not is a question which on various occasions has arisen in connection with the right of interrogation. In *Adams* v. *Batley* (35 W. R. 437, 18 Q. B. D. 625) the action was brought under section 2

of the Dramatic Copyright Act, 1833, which provides that if any person represents a dramatic piece in violation of copyright, "every such offender shall be liable for each and every such representation to the payment of an amount not less than 40s., or to the full amount of the benefit or advantage arising from such representation, or the injury or loss sustained by the plaintiff therefrom, whichever shall be the greater damages." Here the use of the word "offender" seems to indicate that the payment is ordered by way of punishment, but the rest of the clause shews that the Legislature was aiming at damages, not at penalty, and that the sum of 40s. is simply mentioned as a minimum amount. "The Act itself," said Lord ESHER, M.R., "speaks of the first alternative liability as damages, and therefore treats the payment of an amount not less than 40s. as a payment by way of damages." Accordingly, the administration of interrogatories was allowed. In *Saunders* v. *Wiel* (40 W. R. 394; 1892, 2 Q. B. 321) the result was different. By section 58 of the Patents, Designs, and Trade-Marks Act, 1883, which prohibits infringements of copyright in registered designs, it is enacted that "any person who acts in contravention of this section shall be liable for every offence to forfeit a sum not exceeding £50 to the registered proprietor of the design, who may recover such sum as a simple contract debt by action." The following section provides that "notwithstanding the remedy given by this Act for the recovery of such penalty as aforesaid" the registered proprietor of the design may bring an action for damages. A distinction is thus drawn between the penalty given by the one section and the damages, the right to recover which is preserved by the other, and there was no difficulty in holding that an action brought under section 58 was for a penalty, and excluded the use of interrogatories.

The words of the Civil Procedure Act, 1833, are peculiar in that, as already pointed out, they do not refer to actions for penalties alone, but generally to actions for "penalties, damages, or sums of money given to the party grieved by any statute." If, then, the word "damages" is to be restrained in its meaning, it is important to consider how, in ordinary cases, actions for damages are limited. It is one of the singularities of our present system of procedure that while for most purposes the old forms of action with the old names have been discontinued, yet for the purpose of limitation of personal actions we must still have recourse to a statute passed with reference to the old forms. The Limitation Act, 1623, imposes limitations (*inter alia*) on actions of trespass, debt, detinue, and replevin, and on actions upon the case; and when a question of limitation now arises, it is necessary to discover whether the action in question would have fallen in any of the specified classes. The Judicature Act, 1873, said BRETT, L.J., in *Gibbs* v. *Guild* (9 Q. B. D., p. 67) did not alter or touch the Statute of Limitations at all, and that statute still applies to the circumstances which constituted the actions named in it. Thus an action of deceit to recover damages for false representations would, under the old system, have been an action on the case, and the six years' limit imposed on such actions applies consequently to an action of deceit now.

In *Thomson* v. *Lord Clanmorris* VAUGHAN WILLIAMS, L.J., was of opinion that the effect of the Directors' Liability Act, 1890, was to create in effect a new action on the case. It imposed, he said, on those who prepared or issued a prospectus of a company a new statutory duty of accuracy—a duty to abstain from making false statements—and it gave a new action on the case to the persons injured by the breach of that statutory duty. Consequently, if the case is not within the Civil Procedure Act, 1833, it is provided for by the Act of 1623, and the limit of time within which an action can be brought is six years. The Master of the Rolls found it unnecessary to go so far as to determine the actual time of limitation, and he intimated, indeed, that it might be twenty years. He was satisfied, however, that the provision of the Civil Procedure Act, 1833, though it spoke of damages, was confined to actions brought to recover a penalty, and that actions brought to recover compensation under the Directors' Liability Act, 1890, were not of this nature. Consequently the action, which was brought more than two years, but less than six years after the cause of action arose, was not barred.

Apart from technical considerations, it is quite clear that an action brought to enforce the liability of directors who have misled subscribers by an untruthful prospectus ought not to be barred in so short a time as two years. The action is not brought as a punishment to the directors, but for the purpose of compelling them to make good the loss which has been caused by their dishonesty or carelessness, and the reasons which justify a very short period of limitation in action for penalties are wanting. The case is akin to an action of deceit, and the period of six years which is recognized as proper for barring ordinary actions is none too short in the case of an untruthful prospectus. It is only by events subsequent to the formation of the company and the issue of the prospectus that attention is called to the failure of the directors to perform their statutory duty of observing accuracy, and a two years' limitation would, we imagine, quite destroy the efficacy of the Directors' Liability Act.

## ESTATE DUTY ON LAND SOLD UNDER A TRUST FOR SALE

THE Chancellor of the Exchequer received at the Treasury, on Monday morning last, a deputation consisting of the following gentlemen—namely, Mr. H. MANISTY, president of the Incorporated Law Society; Mr. THOS. MARSHALL, Associated Provincial Law Societies; Mr. ARTHUR MIDDLETON, Yorkshire Union of Law Societies; Mr. W. A. WEIGHTMAN, Liverpool Law Society; Mr. A. POINTON, Birmingham Law Society, and Mr. J. E. DANIELL, Bristol Law Society, to discuss a suggested amendment to the Finance Bill to the effect that

> "When real property has been or shall be sold under a trust or power of sale, the rateable part of the estate duty mentioned in section 9 (1) of the Finance Act, 1894, shall be deemed to have been and shall be charged on the proceeds of sale of such property in exoneration of the property sold, and a *bonâ fide* purchaser of such property shall not be bound to see to the payment of such duty, nor be liable for the non-payment thereof."

Sir ALBERT ROLLIT, who had given notice of his intention to move an amendment in the above terms in Committee on the Bill, introduced the deputation, and was accompanied by Mr. WARR, M.P.

The Chancellor of the Exchequer was attended by Sir HENRY PRIMROSE, K.C.B., and Mr. GORE.

It was pointed out to the Chancellor of the Exchequer that the law as at present interpreted—namely, that the estate duty chargeable in respect of land sold under a trust for sale remained a charge upon the land sold, instead of becoming a charge upon the proceeds of the sale in exoneration of such land—caused in practice great inconvenience, in consequence of the practical impossibility of obtaining within a reasonable time a certificate under section 11 of the Finance Act, 1894, discharging the land from any further claim for estate duty. It was shewn that no loss would be sustained by the charge attaching to the proceeds of sale instead of to the land itself, as was proved by the fact that the Succession Duty Act of 1853 provided that the interest of the successor in moneys to arise from the sale of real property under a trust for sale should be deemed to be personal property chargeable with duty, and no complaint of loss of duty on that ground had been made. Moreover, since the passing of the Finance Act of 1894 until last year the Inland Revenue authorities had interpreted the Finance Act to be similar in effect to the Succession Duty Act in this respect, and no complaint had been made of loss of estate duty in consequence.

The CHANCELLOR OF THE EXCHEQUER, however, considered that, in consequence of aggregation with regard to duty imposed by the Finance Act, there was a marked difference between that duty and the duty imposed by the Succession Duty Act, and expressed himself as being unwilling to relax any security which the Government might hold for payment of the estate duty unless the alteration were proved to be absolutely necessary. He considered that the evidence which had been furnished was not at the present moment sufficient to warrant any alteration in the law, and he thought that any difficulty hitherto experienced might to a great extent, if not wholly, be overcome by the Inland Revenue authorities making use in a somewhat freer manner than hitherto of section 11 of the Finance Act, 1894, providing that the commissioners, on being satisfied that the full estate duty had been or would be paid, might give a certificate to that effect which would discharge any particular property from claim for further duty. He therefore indicated that he could not this year consent to any amendment, but he stated that he quite admitted that any real impediment to the transfer of land ought to be removed, and if, therefore, the evidence which would accumulate during the current year shewed that the difficulty could not otherwise be overcome, he would be prepared next session favourably to consider an amendment.

Under these circumstances it was stated that Sir ALBERT ROLLIT would not move the amendment which stood in his name.

# REVIEWS.

## SALE OF GOODS.

THE SALE OF GOODS ACT, 1893, INCLUDING THE FACTORS ACTS, 1889 AND 1890. By M. D. CHALMERS, C.S.I. (Draftsman of the Act), late Judge of County Courts, and Legal Member of the Viceroy's Council in India. FOURTH EDITION. William Clowes & Sons (Limited).

Our efforts at codification have not so far been numerous, but this is certainly not the fault of such experiments as have been made. Both the Bills of Exchange Act, 1882, and the Sale of Goods Act, 1893, have been of great value, and for each we are indebted to the draftsmanship of Mr. Chalmers. It is not surprising that he has assumed the place of editor of the Acts, and the successive editions of the Sale of Goods Act which have been called for shew that its merits are appreciated by the profession. In the present edition the recent cases have been incorporated and thrown into the form of additional illustrations; for instance, *Cahn* v. *Pockett's Bristol Channel Co.* (47 W. R. 422; 1899, 1 Q. B. 643) is used to illustrate the rule of section 25 (2) that a purchaser of goods, who, with the consent of the seller, obtains possession of the documents of title to the goods can make a title to an innocent second purchaser, even though the documents of title were forwarded by the original seller with bills of exchange which the buyer fails to accept; and the curious case of *Norton* v. *Davison* (47 W. R. 275; 1899, 1 Q. B. 401) illustrates section 4 on part payment, by shewing that the setting off of money overpaid on one purchase against the price—exceeding £10—of another purchase will not be such a part payment as to make the purchase good in the absence of writing. The book presents and annotates the Sale of Goods Act in a very convenient and concise form.

## BOOKS RECEIVED.

The Principles of the Interpretation of Wills and Settlements. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law, and J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law. Butterworth & Co.

A Guide to Criminal Law. Intended for the use of Students for the Bar Final and for the Solicitors' Final Examinations. By CHARLES THWAITES, Solicitor. Fifth Edition. George Barber.

# CORRESPONDENCE.

## THE UTILITY OF PERPETUAL COMMISSIONERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A learned dissertation in your issue of last week upon the question whether in particular circumstances a deed requires to be acknowledged by a married woman, brought to my mind another much less learned but perhaps not less practical point, which has often struck me—viz., whether the process of acknowledgment might not be abolished altogether with advantage to everybody concerned except the Perpetual Commissioner, who now and again obtains a modest fee for taking part in a small farce traditionally played as if it were a serious drama?

My own experience as a Perpetual Commissioner is that the process is the merest form in the world. The lady who has to be protected either regards her private interview with me as a detestable nuisance, or enters my presence in a highly nervous condition, and resents being separated from her husband, who is impatiently tramping about a waiting-room. She invariably knows all about the transaction so far as it concerns her personal interests, and she regards either as an insult, a sorry jest, or a meaningless formula, the most delicate inquiry as to her being a free agent.

If the practical experience of other commissioners differs from mine; if there are well-authenticated instances of a distressed married woman falling on a Perpetual Commissioner's bosom and imploring him to save her, or of a wickedly-disposed husband refraining from the crime of marital coercion because of this safeguard of the law, I shall abandon my present conviction and become an enthusiastic convert to the opposite view. I can only say that I have never myself, in the character of a Perpetual Commissioner, been afforded the privilege of rescuing from danger any married woman, prepossessing or otherwise.

I am not, of course, overlooking the fact that the title appears to carry with it a vested right to continued existence independent of the laws of nature, but in practice it is found that Perpetual Commissioners die like other men. E. F. T.

March 26.

[See observations under "Current Topics."—ED. *S.J.*]

## STAMP DUTY IN RESPECT OF PERIODICAL PAYMENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Doubtless many solicitors are interested in the question of the stamp duty on separation and affiliation deeds and agreements, and other documents providing for the payment of periodical sums. The head under which such documents come is: "Bond, covenant, or instrument of any kind whatsoever, (1) Being the only or principal or primary security for any *annuity*, or of any *sum or sums of money at stated periods* . . . For the term of life or any other indefinite period; for every £5 . . . of the *annuity* or sum periodically payable—2s. 6d."

Apart from the question whether any such document can be strictly called a "security," a matter concluded by authority, I wish to draw attention to the manner in which the Inland Revenue authorities interpret the words italicized.

According to them, every sum periodically payable, whether daily, hourly, weekly, monthly, quarterly, or in any shape whatever, so long as substantially the same amount is payable in every year, is an *annuity*, and the duty is to be assessed upon so many of such periodical payments as occur in the course of one year, notwithstanding that such periods, as in the case of a week, do not form any aliquot part of a year. The decision of *Lewis* v. *Commissioners* (78 L. T. 745) is treated by them as "too easy," and their contention goes much further than the judgment in that case.

Now, I say that this construction involves forcing into the category of "annuities" every "sum periodically payable," except certain very rare and special instances, and is a flagrant wresting of the words of the Act. I find the definition of an annuity in Stroud's Judicial Dictionary to be: "A *yearly* payment of a *certain* sum of money granted to another in fee, for life, or years" (Co. Litt.). Seeing that a weekly payment cannot possibly come within the definition, I drew a separation deed in that form and upon this the question arises.

With their usual cocksureness the Inland Revenue authorities refuse me any facilities for appealing without rendering myself liable to their costs; and as the matter interests the profession largely, might I ask if your readers would subscribe or contribute to, and to what amount, the costs of an appeal upon the point.

59, Chancery-lane, London, W.C., OWEN B. THOMAS.
March 28.

## ADMISSION OF FOREIGNERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Although I am no longer in office or an active member of the profession, my interest in some matters is perhaps even more keen with comparative leisure to consider them.

I for one think that the Council has done good service in taking reliable opinion on the admission of foreigners. I am not at all surprised at the result; on the contrary, if I may venture to say so, I hardly see how any other view could be entertained. I have not seen either the case or the opinion, but the solution is surely not far to seek. Every solicitor of long standing knows that when he was admitted he had to take an oath of allegiance to the English sovereign. Of course at that period no foreigner dreamt of seeking admission to our branch. Nobody will assert that the statute sweeping away the formality of the solicitor's oath of allegiance was intended to abolish the allegiance itself. It was simply assumed that every solicitor was an Englishman, and that specifically deposing to allegiance, which he owed without deposition, was a waste of time. It seems clear that if any man of foreign nationality has passed into the solicitor branch he has done so merely because his place of origin was not questioned; indeed, the examiners had no machinery for probing this. I am not casting doubt on the good intentions of any gentleman thus finding himself within the fold—he may well be, and probably is, for practical purposes, quite as faithful to her Majesty as any of us—but that is beside the point.

It is remembered that an English solicitor occupies a position quite unknown in any other part of Europe. Throughout the Continent all process of the court is initiated by an official person. Most people, for example, are familiar with the "huissier" in France. Great Britain alone permits the solicitor (treating him as an "officer of the court" more than a mere name) to start an action or issue an execution of his own motion on paying the cost of the stamp. I will not dwell upon want of reciprocity, because, as you editorially observe, England is much more free, but I must strongly object to any other person than a British subject exercising the functions of an English solicitor.

One is aware that there has been an agitation on the part of the Inns of Court as to admitting foreigners to the English bar, resulting at first in a report to exclude, but later on the benchers paused. An English barrister, however, performs no official function whatever, and the situation is wholly different. I happen to know that at the moment the inns are actually admitting foreigners, for a Frenchman studying in our office who had already been called to the French bar

has just been examined and called to the English bar. He is therefore a full-blown barrister in both countries—an anomaly, perhaps, but there is no analogy.

The subject to my mind is a very interesting one, and possibly the Law Society may see its way in its annual report to state something a little more definite, but as I am no longer a member of the Council I have no right to say more. FRANCIS K. MUNTON.

Twickenham, March 28.

## AGENCY ALLOWANCE TO SCOTCH AND IRISH SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will you kindly give your opinion whether Scotch solicitors are entitled to agency allowance under the following circumstances.

A few months ago my firm was instructed by solicitors in Edinburgh to sell some property in Liverpool, and accordingly, after an ineffectual attempt to sell by auction, we negotiated a sale by private treaty, and in due course completed the conveyance.

We have sent in our account, deducting our costs from the purchase-money, but the Scotch solicitors asked for their agency proportion of our charges.

We replied that business is not done on agency terms between English and Scotch or Irish solicitors, and that we have never received any such allowance in respect of Scotch or Irish business, but our Scotch friends evidently feel aggrieved, and therefore we are anxious to have an authoritative decision on the subject.

I should feel much obliged for your opinion as to the practice in such cases. ROBERT NICHOLSON.

11, Harrington-street, Liverpool, March 26.

[We shall be glad to hear from our readers as to the general practice in the matter. It appears from *Gordon* v. *Dalzell* (15 Beav. 351) that an agreement for agency allowance between English and Scotch solicitors does not subject the former to the penalty for acting as agents for unqualified persons; but the Master of the Rolls said (see p. 354) that he was "far from saying that the contract was legal."—ED. *S.J.*]

## A WARNING.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A man of the name of James Smith, otherwise Flack, giving his address as 20, Gee-street, off Farm-street, Hockley, Birmingham, has, I have ascertained, been going about to several solicitors' offices in the Midland towns stating that he is entitled to certain property at Nottingham under the will of a Frederick Shepperd, and has been getting, or trying to get, money on the strength of this statement, his avowed object being that of proving his title to the property in question. If any of your readers have come across this man, and would send me any information they possess, I should be obliged. A. CADDICK.

302, High-street, West Bromwich, March 23.

*** We regret that owing to pressure on our space a letter has had to be held over till next week.

# CASES OF THE WEEK.

## Court of Appeal.

### PAYNE *v.* HOGG. No. 1. 27th March.

SALFORD COURT—PROHIBITION—CAUSE OF ACTION ARISING OUT OF THE JURISDICTION—SALFORD HUNDRED COURT OF RECORD ACT, 1868 (31 & 32 VICT. C. CXXX.), S. 7.

Appeal from an order of the Divisional Court (Channell and Bucknill, JJ.) affirming an order of the judge at Chambers, directing a writ of prohibition to issue to the High Steward and Bailiff of the Salford Hundred Court of Record, and to the plaintiff, restraining them from further proceeding on a judgment recovered in an action in that court. The action was brought to recover £16 0s. 9d. upon a promissory note signed by the defendant at Buxton, outside the jurisdiction of the Salford court, and made payable to the plaintiff at Manchester, within the jurisdiction of the court. The defendant did not appear, and judgment was signed against her and execution issued. The defendant thereupon applied for and obtained a writ of prohibition as above. By section 7 of the Salford Hundred Court of Record Act, 1868, 'save and except as aforesaid, no defendant shall be permitted to object to the jurisdiction of the court otherwise than by plea, and, if the want of jurisdiction be not so pleaded, the court shall have jurisdiction for all purposes."

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal. They held that "the cause of action" referred to in section 6 of the Act of 1868 meant the whole cause of action, that was, every element essential to the cause of action. Therefore, as the signing of the promissory note, which was an essential part of the cause of action, took place at Buxton, "the cause of action" did not arise within the jurisdiction. But, as the amount claimed was within the pecuniary limits of the jurisdiction of the court, section 7 gave the court jurisdiction to hear and determine the action, unless a special plea to the jurisdiction was put on the record. The latter part of the section shewed this. The point was really decided by the Court of Appeal in *Chadwick* v. *Ball* (14 Q. B. D. 855). The defendant not having entered an appearance in the action, and not having put in a plea to the jurisdiction, the Salford court had jurisdiction, and the writ of prohibition must be refused.—COUNSEL, *C. A. Russell*, Q.C., and *Walter R. Warren*; *Pickford*, Q.C., and *Le Riche*. SOLICITORS, *W. T. Harvey*, for *T. E. Jones*, Manchester; *Sims & Syms*, for *W. Burton*, Manchester.

[Reported by W. F. BARRY, Barrister-at-Law.]

### *Re* CANNING JARRAH TIMBER CO. (LIM.). No. 2. 21st March.

COMPANY—WINDING UP—NEW COMPANY—RECONSTRUCTION—UNDERWRITING—RIGHTS OF DISSENTIENT SHAREHOLDERS—COMPANIES ACT, 1862 (25 & 26 VICT. C. 89), S. 161—JOINT-STOCK COMPANIES ARRANGEMENT ACT, 1870 (33 & 34 VICT. C. 104), S. 2.

This was an appeal from a decision of Cozens-Hardy, J. (reported *ante*, p. 296), refusing to sanction a scheme of reconstruction of the company. The capital of the company consisted of £250,000 in shares of £1 each fully paid up, and £100,000 in debenture bonds of £100 each. The shares had all been issued. The company passed a resolution for the voluntary winding up of the company under a scheme of reconstruction. The proposed scheme of reconstruction was as follows: A new company was to be formed, having a capital of 250,000 shares of 10s. each, credited with 7s. 6d. paid up. The assets of the old company were to be handed over to the new company in consideration of shares of the new company, which were to be handed over to the liquidator of the old company. Shareholders in the old company were to receive one share in the new company for each share which they held in the old. The new company was to issue debenture stock to the debenture-holders of the old company in exchange for the debentures which they held in the old company. The scheme provided for the issue to the public of the shares in the new company of such shareholders of the old company as might refuse to take shares in the new company in exchange for their shares in the old company, and the net proceeds of the sale of these shares were to be divided among such shareholders. Agreements had been entered into for underwriting these shares in the new company for a commission of 3d. a share on the whole 250,000, or £3,125. It was proposed that the liquidator should give effect to these underwriting agreements and pay this sum. Cozens-Hardy, J., held that the underwriting agreement was an arrangement which was illegal and improper on the part of the liquidator, and dismissed the petition. The petitioners appealed. On the hearing of the appeal a further objection was taken on behalf of three dissentient shareholders that as the arrangement purported to be an arrangement with creditors under the Joint-Stock Companies Arrangement Act, 1870, the effect was to deprive dissentient shareholders of the rights conferred on them by section 161 of the Companies Act, 1862, on the sale of the property of a company in voluntary liquidation to another company. The liquidator undertook to obtain the cancellation of the underwriting agreements, and undertook also that the three dissentient shareholders should have the same rights as they would have had under section 161 of the Companies Act, 1862, if they had given the notice required by that section.

THE COURT (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.) sanctioned the scheme on these undertakings.

LINDLEY, M.R.—I think we may sanction this scheme with the modifications. I do not take the view that this scheme is not an honest one; I rather think it is. But it has been done in a way which is very embarrassing. It really embraces two things—an arrangement with creditors under the Act of 1870, and a sale of the property of the company under section 161 of the Companies Act, 1862. By rolling these two things together a great deal of difficulty has been caused which I cannot help thinking might have been avoided if the two had been kept distinct. However I agree with Cozens-Hardy, J., that the court would be very slow to sanction these underwriting agreements, which seem to place the court in the position of a company promoter. Again, this scheme deprived dissentient shareholders of their rights under section 161 of the Companies Act, 1862. However, these objections have been got rid of. If that had not been conceded I think this scheme would have been wrecked altogether.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *Upjohn*, Q.C., and *Stewart Smith*; *Dunham*; *Gore-Browne*. SOLICITORS, *Mayo & Co.*; *Ashurst Morris & Co.*; *Beaumont, Son, & Rigden*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

1900. 2 Ch 321

### *Re* G. *Ex parte* B. No. 2. 23rd March.

BANKRUPTCY—PETITION—JUDGMENT DEBT—ABUSE OF THE PROCESS OF THE COURT.

Appeal from a decision of Mr. Registrar Hope (dated the 16th of February, 1900) dismissing a bankruptcy petition against the debtor G. on the ground that the petitioning creditor had abused the process of the Bankruptcy Court on a previous petition in such a way as to disentitle him to present his petition for the particular debt now due to him. On the 25th of May, 1899, the petitioner filed a bankruptcy petition against G. in respect of a sum of £112 2s. 4d., being the amount of a judgment recovered against the debtor on the 15th of May, 1899, in respect of the balance due to the petitioner on a promissory note for £154. Prior to the adjourned hearing of the said petition on the 30th of June, 1899, the petitioner agreed with the debtor for the dismissal of the petition and the delivery up of the promissory note on the following terms—*i.e.*, that the debtor should pay him £50 in cash, and should give him a new promissory note for £100 (being the balance of the old debt and costs, *plus* a *bonus* of £20),

payable as to £60 by six consecutive instalments of £10 each, the first to become due on the 1st of August, 1899; and payable as to the balance of £40 on the 1st of February, 1900. The petition was accordingly dismissed, and the original promissory note given up. On the 10th of November, 1899, the petitioner obtained judgment against the debtor for the sum of £90, being the balance of the sum of £100 secured by the second promissory note; and on the 22nd of November, 1899, the petitioner placed upon the file his present petition in respect of the said judgment debt. Mr. Registrar Hope, however, on the adjourned hearing of the petition, decided, in accordance with the principle of *Re Atkinson* (9 Mor. 193) and *Re Otway* (1895, 1 Q. B. 812), that the petitioner's conduct in withdrawing his first petition on the terms already indicated amounted to such an abuse of the process of the court, as disentitled him to a receiving order. From this decision the petitioner now appealed, and it was argued on his behalf that it was perfectly competent for a creditor, who had presented a petition, to withdraw his petition on the terms that he should be recompensed for the indulgence thus granted. No objection could have been taken if the terms of withdrawal had been the giving of some security. Here he gave up his immediate right to make the debtor a bankrupt, and consented to payment of his debt by instalments, without taking any security, but in consideration of a bonus of £20. That was quite unobjectionable. *Re Atkinson* and *Re Otway* were distinguishable. Both cases applied to petitions actually before the court. *Re Otway*, moreover, having regard to all the circumstances, was a case of extortion pure and simple. There was no such extortion here.

THE COURT (LINDLEY, M.R., RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—We ought not, I think, to disturb the judgment of the court below, but ought to take the same view as the learned registrar. The facts of the case are quite short. [His lordship stated them briefly.] Now, there is nothing more familiar in bankruptcy than this—that we are always entitled to look behind a judgment; and when we look behind the judgment in this case, we find that the second promissory note was substantially, to some extent, obtained by extortion based on an abuse of the bankruptcy process. Under these circumstances the creditor must be left to his ordinary legal rights, without invoking the machinery of bankruptcy.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *Muir Mackenzie*. SOLICITOR, *B. Barnett*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

## THOMSON *v.* LORD CLANMORRIS AND OTHERS. No. 2. 22nd, 23rd, and 26th March.

STATUTE OF LIMITATIONS—COMPANY—PROSPECTUS—UNTRUE STATEMENTS—ACTION BY SHAREHOLDER FOR COMPENSATION—DIRECTORS' LIABILITY ACT, 1890 (53 & 54 VICT. c. 64), s. 3—CIVIL PROCEDURE ACT, 1833 (3 & 4 WILL. 4, c. 42), s. 3.

This was an appeal from a decision of Kekewich, J., in a case which arose under the Directors' Liability Act, 1890, by which directors and promoters of a company are made liable for untrue statements in its prospectus. The action was brought by Mr. J. Thomson, a shareholder in the British Goldfields of West Africa (Limited), a company now in liquidation, against Lord Clanmorris, Colonel Bravo, Messrs. Hargreaves, Mackenzie, and Wilson, the directors of the company, and Sir Alfred Kirby, its promoter. The plaintiff claimed compensation under the Directors' Liability Act, 1890, and damages, on the ground of alleged misrepresentations in the prospectus which, with a map, was issued on the 22nd of August, 1895, inviting applications for shares. This prospectus stated (*inter alia*) that the company had been formed to acquire and work valuable concessions for gold, timber, &c., in the district of Appolonia, in the Gold Coast Colony, of about 7,000 square miles in extent, the district being said to be a British Protectorate. The plaintiff, on the faith of these statements, had, on the 28th of August, 1895, applied for 100 shares in the company and paid £12 10s. in respect thereof on application, in accordance with the terms of the prospectus; on the 29th, 100 shares being allotted to him, he paid the further sum of £37 10s. due on allotment. He eventually paid for his shares in full, his last call being paid to the liquidator in November, 1898, an order having been made to wind up the company in January, 1898. On the 9th of December, 1898, he issued the writ in the action, alleging that the statements were untrue, as the concessions were not valuable, only a portion of them was in Appolonia, and instead of being 7,000 square miles they were only about 700 square miles in extent; that these misrepresentations were made by the defendants recklessly and without knowing or caring whether they were true or false, and that they had no reasonable ground for believing that the statements were true. The defendants, the directors (the promoter not appearing) denied these allegations, and submitted that the statement of claim disclosed no cause of action against them, that it did not allege any fraud, and that in the absence of fraud the plaintiff was not entitled to the relief claimed; they further contended that they had so complied with section 3 of the Directors' Liability Act, 1890, as to be absolved from liability, and that the action had not commenced within two years after the plaintiff's cause of action (if any) arose, and the claim was therefore barred by the Civil Procedure Act, 1833 (3 & 4 Will. 4, c. 42, s. 3, which provided that "all actions for penalties, damages, or sums of money given to the party grieved by any statute now or hereafter to be in force shall be commenced and sued within the time and limitation hereinafter expressed and not after," that is, "within two years after the cause of such actions or suits, but not after." Kekewich, J., held (48 W. R. 39; 1899, 2 Ch. 523) that section 3 of the 1833 Act did not apply to the present action which was therefore brought in time, and that the statements in the prospectus were untrue in fact, and that the defendants had not had reasonable grounds for believing them to be true; his lordship accordingly gave judgment for the plaintiff for £100 with costs. The defendant Wilson appealed and, the law point being taken first, submitted that "a penal action" is not an action for damages merely, its essence being something more than mere compensation; that the words in section 3 of the 1833 Act do cover compensatory damages, and therefore cover more than "penal actions," and that the present case therefore comes within the two years' limitation; also, the issuing of the prospectus is the time from which the statute begins to run. *Gibbs* v. *Guild* (30 W. R. 591, 9 Q. B. D. 59), *Mitchell* v. *Darley Main Colliery Co.* (11 A. C. 127, affirming 32 W. R. 947), *Spoor* v. *Green* (22 W. R. 547, L. R. 9 Ex. 99); Buckley on Company Law (2nd ed.), p. 143; *Peale* v. *Derry* (36 W. R. 899, 37 Ch. D. 541), *Twycross* v. *Grant* (2 C. P. D. 541); *Robinson* v. *Curry* (30 W. R. 39, 7 Q. B. D 465) and *Howell* v. *Young* (5 B. & C. 259, 264) also referred to. For the respondent it was submitted that the Directors' Liability Act, 1890, was like the Copyright Acts, which deal with both rights and penalties (*Saunders* v. *Wiel*, 40 W. R. 394; 1892, 2 Q. B. 321), and that it imposed a liability on the directors to make good the loss sustained through the untrue statements. *Mitchell* v. *Darley Main Colliery Co.* also relied on.

LINDLEY, M.R.—The point is a new one to all of us; it is clear that there is a difficulty. The first thing I will deal with is section 3 of the Civil Procedure Act, 1833. In construing this, as any other Act, regard must be had not only to the words used but to its history, to the reasons which led to the passing of the Act—to the mischief which it was intended to cure. And when you look at it, you see pretty well what it was; there were certain classes of action as to which there was no defined period of limitation; those actions were not within any of the then existing Statutes of Limitation. Among others were "actions for penalties, damages, or sums of money given to the parties grieved by any statute now or hereafter to be in force."—*i.e.*, sums of money payable by way of penalty or punishment, not by way of compensation to the person injured, punishment being the object. Upon this point the cases of *Saunders* v. *Wiel* (*supra*) and *Adams* v. *Batley* (35 W. R. 437, 18 Q. B. D. 625) are instructive; these were not actions for damages assessed with the view of compensating the person injured, but were what are called "penal actions." With this in view, it is obvious that an action under the Directors' Liability Act, 1890, does not come within that class at all. Looked at technically the frame of the 1890 Act shews no penalty to be given, but rather a liability imposed on specified persons to make compensation for loss sustained. Whether you look at it hypercritically, or at the history of the 1833 Act, or at its good common sense, it is plain to my mind that this action under the 1890 Act is not an action for a penalty within section 3 of the 1833 Act. And if the two years' limitation is got rid of, it is not necessary to decide what was the precise period of limitation, for whether it was six years or twenty years the writ in this action was issued in ample time. My own view is that it was six years. As the court has come to the conclusion that, whichever Statute of Limitations applies, the present case is not touched by it, it is not necessary to deal with the question as to when the cause of action rose. But, in my view, it began to run from the time when the shares were subscribed for, and not from the time of winding-up, which might never be. The only point we have to decide is whether this present action is barred by any Statute of Limitations, and in my opinion it is not.

RIGBY, L.J.—I agree that section 3 of the Act of Will. 4 does not apply to this action.

VAUGHAN WILLIAMS, L.J.—I agree. The question is, Is this Directors' Liability Act of 1890 an enactment of a penal nature? I wish to say that if one reads section 3 of that Act, although it does not in form give a new action, and all it does is to say that persons are liable to pay compensation in certain specified circumstances, yet it gives a new "action on the case." It really creates a new negative duty. This is a new statutory duty of accuracy imposed upon a class of persons in respect of prospectuses and similar notices, a new duty to abstain from inaccuracy and untrue statements; and the section gives a new action on the case to the persons injured by the breach of that statutory duty. Therefore this case seems to be provided for by the Statute of Limitations 21 Jac. 1, c. 16, and the period of limitation is six years. Then it is said that this is not an "action on the case," but "an action on the statute"; but this is not like an action for debt, but one arising out of the breach of the new statutory duty of accuracy in the preparation and issue of a prospectus, the plaintiff having been induced to take shares and debentures by misrepresentations. As to the question from what time the statute is to run, I agree with the Master of the Rolls. It cannot be until you have had the subscription for the shares, when there is a party capable of suing and a party capable of being sued; it cannot be from the time of the preparation of the prospectus. Nor is it true to suggest that there is a new right of action accruing each time a fresh loss accrues, although the whole loss may not be capable of exact computation, yet it is so capable of computation that you would have enough means of proof to take action.

The appeal was then heard upon the merits, counsel for the respondent not being called upon.

LINDLEY, M.R., said that the evidence shewed that the appellant's grounds for believing that the statement in the prospectus that the property was 7,000 square miles in extent was true were at the best unsatisfactory. He had unfortunately made himself responsible for the prospectus. The appeal must be dismissed.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred. — COUNSEL, *Lawson Walton*, Q.C., and *T. Willes Chitty*; *W. C. Renshaw*, Q.C., and *G. Henderson*. SOLICITORS, *Morten, Cutler, & Co.*; *Herbert Toomer*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

## High Court—Chancery Division.

*Re* **BARNETT. BAKER** *v.* **BARNETT.** Kekewich, J. 15th March.

ELECTION—SETTLEMENT—WILL—PRACTICE—FORM OF ORDER.

Originating summons. The decision in this case was of considerable importance as settling the form of order which under similar circumstances would be granted by the court. The summons was taken out by the trustees of a settlement who were also executors and trustees of a will affecting the property comprised in the settlement, and the facts were shortly as follows: The testator James Barnett by an indenture of voluntary settlement dated the 25th of February, 1898, settled certain freehold properties in specific portions upon trust for each of his four children (one son and three daughters, J. B., S. B., M. B., and S. B.) *nominatim* for their lives (and as to his daughters for their separate use without power of anticipation during coverture), with remainder to the children of each child, in fee simple, in equal shares as tenants in common, with cross remainders over *per stirpes* and not *per capita*. By his will dated the 8th of November, 1898, the testator purported again to dispose of the properties comprised in the settlement of the 25th of February, 1898 (together with other property), distributing them in shares among his four children differing from those in which he had distributed them by the settlement. Each of these shares given by will was larger than the corresponding share given by the settlement, as other property was added which was not comprised in the settlement. The shares so given were settled on precisely similar trusts to those given by the settlement. The testator died on the 4th of October, 1899, and on the 28th of November, 1899, his will was duly proved by his executors, who were the trustees of the settlement as well as of the will. S. B., one of the daughters of the testator, was of unsound mind not so found by inquisition. There were infant children of testator's children entitled in reversion expectant on the death of their parent, and there was also the possibility of there being further children born who would also be similarly entitled in reversion. The trustees took out this summons as plaintiffs against the various beneficiaries as defendants asking that it might be determined (1) "whether it would be for the benefit of the issue or possible issue of" the four children of the testator (naming them) that they or either or if so which of them should "respectively elect for themselves and their issue to take under the provisions of the will, and not under the provisions of the settlement"; (2) "that it might be declared that each of the said" four children "and his or her issue respectively" took "under the provisions of the . . . will, and not under the provisions of the . . . settlement."

KEKEWICH, J., said there did not seem to be a form of order in Seton's Forms of Judgments applicable to this class of case, but perhaps one would appear in the new edition, and his lordship made an order, which was drawn up as follows: "And it appearing by the evidence aforesaid that it is for the benefit of S. B. (of unsound mind) and of the issue or possible issue of the defendants J. B., S. B., M. B., and S. B., that the said defendants should elect for themselves and their issue to take under the provisions of the above-mentioned will and not under the provisions of the above-mentioned settlement. This court doth declare that they ought so to elect, and that each of the said defendants J. B., J. B., M. B., and S. B., and his or her issue respectively, take under the provisions of the above-mentioned will and not under the provisions of the above-mentioned settlement.—COUNSEL, *W. J. Irwin; J. H. Redman; Braybrooke; S. J. Macleod.* SOLICITORS for all parties, *Henry Foskett*, for *Thomas Buss*, Tunbridge Wells.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

*Re* **LEWIS. LEWIS** *v.* **SMITH.** Kekewich, J. 22nd March.

WILL—SETTLEMENT ESTATE DUTY—INCIDENCE OF DUTY—SETTLED LEGACY—GENERAL ESTATE—FINANCE ACT, 1896 (59 & 60 VICT. c. 28), s. 19.

A testatrix who died on the 2nd of September, 1899, by her will dated the 11th of February, 1896, gave a fund of £9,907 Consols, to which she had become absolutely entitled under the provisions of her marriage settlement, to trustees upon trust out of the income thereof to pay three small annuities, and subject thereto to pay the income to her brother for life and then to her sister if she survived him, and upon the decease of the survivor, and subject to the payment of the three annuities, she directed the trustees to hold the fund upon the trusts declared in her will for the benefit of certain settled estates. Clause 9 in her will was as follows: "Whereas, in addition to my settlement trust fund" (being the above-mentioned fund in Consols), "I am also possessed of a sum of 2¾ per Cent Consolidated Stock, at present amounting to £3,271, and there will also be a certain balance at my bankers at the time of my decease, now I direct that my debts and funeral and testamentary expenses, including all duties payable by law out of my estate and including the duties on the annuities hereinbefore charged on the income of my said settlement trust funds and the duties on any other annuities and on all legacies hereby or by any codicil hereto bequeathed duty free shall first be paid thereout"; and the testatrix after providing for the payment thereout, subject as aforesaid, of certain legacies, bequeathed the residue to her niece absolutely. Testatrix had no other estate. The executor of the will paid estate duty on the settlement trust fund as part of the estate of the testatrix, but in addition to this the Crown claimed settlement estate duty. A summons was accordingly taken out by the executor, as plaintiff, against the trustees of the settlement trust fund and the residuary legatee, as defendants, to determine whether the settlement estate duty leviable on the settlement trust fund settled by the will was payable out of that fund in exoneration of the rest of the estate of the testatrix or out of the sum of Consolidated Stock and bank balance mentioned in clause 9 of the will. Section 19 of the Finance Act, 1896 (59 & 60 Vict. c. 28) provides: (1) "The settlement estate duty leviable in respect of a legacy or other personal property settled by the will of the deceased shall (unless the will contain an express provision to the contrary), be payable out of the settled legacy or property in exoneration of the rest of the deceased's estate." The real question was whether the will contained sufficient directions to take the incidence of the duty out of the general rule that it should fall on the settled legacy. On behalf of the trustees of the "settled funds" it was contended that the "contrary intention" referred to in section 19 of the Finance Act, 1896, need not be specifically expressed, and that clause 9 of the will directed that all duties payable by law out of the testatrix's estate should be paid out of a particular fund (which was really the testatrix's residuary estate), and this would include settlement estate duty, which in the Finance Act, 1895, section 5 (*a*) is called a "further duty." Moreover, even if the words "out of my estate" were to be read "out of my general estate," then the duty would have to be borne by the funds comprised in clause 9. On behalf of the residuary legatee it was contended that the testatrix had drawn a distinction between duties payable at death *simpliciter*, and duties arising from the particular character of the persons taking; and that there was no express provision in the will as to settlement estate duty, which, consequently, was payable out of the fund settled by the will.

KEKEWICH, J., said that the testatrix had settled personal property, and the result was that the settled estate duty leviable in respect of that property must be payable out of the settled property in exoneration of her general residuary estate unless the will contained an express provision to the contrary. The question therefore was, Had she made an express provision to the contrary? It did not matter whether she was entitled absolutely to the fund she had settled or had only a power of appointment over it, though in his lordship's opinion it was absolutely her own. She had given it to trustees in the following manner. She had directed the trustees to pay some annuities out of the settled fund, and to pay the annuities free of duty. It had rather been assumed in argument that these duties would otherwise have been payable out of the settled fund, but that was not, in his lordship's opinion, correct. Supposing a legacy of £100 had been given duty free, the duty would be payable out of the residuary general estate, and his lordship could not see why in this instance these duties should not be payable out of general estate. If it rested there it would be clear enough, but the matter did not rest there. He did not agree with some of the contentions raised on behalf of the residuary legatee, as he thought the testatrix had not divided the duties into two classes. [His lordship read the provisions of the will above set out, and said:] The testatrix had enumerated some duties which were to be paid, and these were duties which in any case would have been payable out of the general estate. The only reason this had been done was to remove any doubt in the mind of the executor. She had not classified the duties but only enumerated them. The real difficulty was in the words "duties payable by law out of my estate," and the question was whether those duties included the duty on the settled legacy. "Duties payable by law out of my estate" usually meant "duties payable by law out of my general estate." The statute said settlement estate duty should, in the absence of express provision to the contrary, be payable out of the settled legacy and not out of general estate. How, then, could he read the will as saying that those duties which by law were placed on a particular fund, *i.e.*, the settled fund, were to be paid out of general residuary estate? Consequently the settlement estate duty must be paid out of the fund settled by the testatrix.—COUNSEL, *T. Howard Wright; H. W. Horne; Austen Cartmell.* SOLICITORS, *Pollock & Co.; Freshfields.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

**EWART** *v.* **FRYER AND WATNEY & CO.** Kekewich, J. 28th March.

LANDLORD AND TENANT—LEASE TO COMPANY—PROVISO FOR RE-ENTRY ON COMPANY GOING INTO LIQUIDATION—FORFEITURE—UNDERLESSEE, RELIEF TO—CONVEYANCING ACT, 1882, s. 14; CONVEYANCING ACT, 1892, s. 4.

This was an action to recover possession of demised premises on a forfeiture under the lease. On the 6th of October, 1896, C. H. Ewart granted a lease to Coombe & Co. of a public-house containing the usual covenants and conditions, including a proviso that if the said Coombe & Co. should enter into liquidation the lessor should have a right of re-entry. On the same date Coombe & Co. granted an underlease to the defendant Fryer with a proviso that if the underlessee should buy his beer from the lessee the rent should be reduced, the effect being that the proviso virtually turned the premises into a tied house. The said C. H. Ewart died, and by his will dated the 13th of October, 1896, he appointed the plaintiffs his executors and trustees. On the 29th of September, 1898, the said Coombe & Co. passed a resolution for voluntary winding up, which resolution was subsequently confirmed. It was admitted that the company was solvent, and that the only object of the winding up was for the purpose of amalgamating with the defendant company, which was subsequently carried out. Notice was served on the defendants to deliver up possession, which they refused to do. There was evidence to shew that the premises would fetch a higher rent if they were not a tied house. The defendant Fryer applied by way of counterclaim for relief under the Conveyancing Act, 1892, s. 4. The Conveyancing Act, 1882, s. 14 (6), and the Conveyancing Act, 1892, ss. 2 (2, 3), 4, were referred to. The following cases were also cited: *Horsey Estate (Limited)* v. *Steiger*, &c. (1899, 2 Q. B. 79), *Cholmeley School* v. *Sewell* (1894, 2 Q. B. 906), *Imrey* v. *Oakshette* (1897, 2 Q. B. 218), *North London Land Co.* v. *Jacques* (32 W. R. 283), *Bond* v. *Freke* (W. N. 1884, 47), *Quilter* v. *Mapleson* (9 Q. B. D. 672).

KEKEWICH, J., held, on the authority of *Horsey Estate (Limited)* v. *Steiger*, that the winding up and amalgamation worked a forfeiture, and that the lease and underlease were therefore gone. With regard to the relief to be given to the sub-lessee, the Conveyancing Act,

1892, s. 4, imported a new remedy, and the earlier cases before that Act were not to be taken as a guide. There is no revival of the old estate, but a new estate is to be vested in the sub-lessee. The Act provides that "the court may make an order vesting for the whole term of the lease or any less term the property" in the sub-lessee, but not for any longer term than he had under the original underlease. The case of *Imray* v. *Oakshette* (1897, 2 Q. B. 218) shews that the court has a large discretion. The section provides that the vesting order may be made on such conditions as to payment of rent, costs, &c., as the court shall think fit. What is meant by "payment of rent"? It is said that it only means payment of rent up to the present time, as in *Cholmeley School* v. *Sewell* (1894, 2 Q. B. 906). But I cannot think it means only payment of rent due. The court has a wide discretion, as the cases shew. I think, therefore, the rent can be varied where circumstances require that it should be varied. The new lease or vesting order should be fair to all parties. Here there is evidence to shew that the original rent payable by the sub-lessee is too little, now that the "tie" is gone. The sub-lessee must pay a fair rent, which is a matter of reference. The court therefore declared a forfeiture, vested the property in the sub-lessee on conditions to be settled in chambers, and directed an inquiry as to the rent to be paid, having regard to the fact that the premises were no longer "tied."—COUNSEL, *Warrington*, Q.C., and *T. T. Methold*; *Warmington*, Q.C., *Renshaw*, Q.C. and *Davenport*; *R. Merivale*. SOLICITORS, *Bolton & Co.*; *Bompas, Bischoff, Dodgson, Coxe & Bompas*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

*Re* **BOOTH. PICKARD** *v.* **BOOTH.** Byrne, J. 20th March.

WILL—CONSTRUCTION—"DIE WITHOUT CHILD OR CHILDREN"—BIRTH OF CHILD—EXECUTORY GIFT OVER—CONVEYANCING ACT, 1882 (45 & 46 VICT. c. 39), s. 10.

This was a summons to determine the construction of a clause of the will of Mr. Booth, who died in 1897. By his will testator had given one-half of his estate (which included freehold property) to his daughter Helena (now Mrs. Swan) for her own use and benefit, and free from the control of any husband. "But, should she die without child or children," testator gave the premises to the persons in the will mentioned. Mrs. Swan had a child born in 1899, and the question arose, as between her and the persons entitled in respect of the gift over, whether the words "die without child or children" meant die without leaving or without ever having had a child or children.

BYRNE, J., held that the words meant die without leaving child or children, and that Mrs. Swan was absolutely entitled to one-half of the estate, subject to an executory limitation over in favour of the defendants should she not have a child living at her decease or should such child not attain the age of twenty-one years in her life-time, in which last event the executory limitation over would determine under section 10 of the Conveyancing Act, 1882.—COUNSEL, *Rowden*, Q.C., and *Hatfield Green*; *O. Leigh Clare* and *G. Broke Freeman*. SOLICITORS, *Peacock & Goddard*, for *Young, Wilson, & Co.*, Sheffield.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

## Bankruptcy Cases.

*Re* **FLACK.** *Ex parte* **BERRY** *v.* **EAST LONDON WATER CO.** Wright, J. 23rd March.

BANKRUPTCY—WATERWORKS CLAUSES ACTS—RECOVERY OF ARREARS OF WATER RATE—ADJUDICATION—"OWNER AND OCCUPIER"—"INCOMING TENANT"—WATERWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 17), s. 53—METROPOLIS WATER ACT, 1871 (34 & 35 VICT. c. 113), s. 48.

Application by the trustee in the bankrupty to recover from the East London Water Co. certain arrears of water rate due from the bankrupt, and paid by the trustee to the respondents under protest. The bankrupt was an oil and colour merchant, and had four shops in the north of London. A receiving order was made against him, and he was adjudicated bankrupt upon the 28th of July, 1899. Berry, the applicant, was appointed trustee, and took over the shops, and carried on the business. The East London Water Co., the respondents, demanded from him the arrears of water rate due from the bankrupt at the date of the adjudication. The trustee refused payment, pointing out that water rates are not a preferential claim, but offered to pay for all water supplied after the date of the adjudication. The water company thereupon cut off the water supply and informed the local sanitary authority, who gave notice to the trustee to close the shops. The trustee paid the arrears under protest and now moved the court for their repayment. Counsel for the trustee relied on section 48 of the Metropolis Water Act, 1871: "In case any consumer leave the premises where water was supplied to him without paying to the company the rate due from him, the company shall not require from the next tenant of the premises payment of the arrears so left unpaid, unless the incoming tenant agreed with the defaulting consumer to pay the arrears, but the company shall, notwithstanding any such arrears, supply water to the incoming tenant on being required by him so to do." He contended that as the bankrupt's interest in the premises had been divested from him by the order of adjudication and had become vested in the trustee, that the trustee was in the position of an incoming tenant following after a defaulting consumer, and entitled to water supply without payment of his predecessor's arrears. Counsel for the respondent relied on section 53 of the Waterworks Clauses Act, 1847: "Every owner or occupier of any dwelling-house . . . when he has paid or tendered the water rate payable in respect thereof . . . shall be entitled to demand and receive from the undertakers a sufficient supply of water for his domestic purposes." They contended that the trustee was not the owner or occupier of the premises, and that if he were his offer to pay for future supply did not amount to a tender.

WRIGHT, J., allowed the application, holding that the trustee was in the position of an incoming tenant under section 48 of the Metropolis Water Act, 1871, and that the water company had been wrong in forcing him to pay the arrears due from the bankrupt and must restore the money they had so obtained.—COUNSEL, *Frank Mellor*; *Herbert Reed*, Q.C., and *Acland*. SOLICITORS, *Piesse & Son*; *Bircham & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

## Solicitors' Cases.

*Re* **WELLBORNE.** Kekewich, J. 23rd March.

SOLICITOR—COSTS—TAXATION TWELVE MONTHS AFTER PAYMENT—APPLICATION BY CESTUI QUE TRUST—SOLICITORS ACT, 1843, s. 39.

This was a motion to discharge an order for taxation. The costs of trustees incurred in relation to their trust were paid by the trustees in November, 1896. In January, 1900, one of the *cestuis que trust* applied to the master for taxation of the bill so paid, and the application was refused on the ground that it ought to have been made within twelve months after payment of the bill. The matter was subsequently adjourned to the judge in chambers, who then made an order for taxation. The solicitor now moved to discharge the order. The following passage from Cordery on Solicitors (3rd ed.), p. 328, was read: "It has frequently been held that no taxation can be ordered under section 39, more than twelve months after payment, which is a provision imported from section 41." The following cases were also cited: *Re Downes* (5 Beav. 425), *Re Chowne* (52 L. T. 75), *Re Jackson* (40 Ch. D. 495), *Re Massey* (8 Beav. 458), *Re Boycott* (29 Ch. D. 571), *Re Sutton* (11 Q. B. D. 377), *Re Drake* (22 Beav. 438).

KEKEWICH, J., after reviewing the cases and stating that he did not agree with the passage quoted from Mr. Cordery's book, held that the power of the court to order taxation under section 39 was purely discretionary, that section 39 stood alone, and was not affected by the provision in section 41 requiring the application to be made within twelve months after payment of the bill. The court therefore, being of opinion that the bill was one which ought to be taxed, dismissed the motion with costs.—COUNSEL, *F. Stallard*; *Warrington*, Q.C., and *Leigh Clare*. SOLICITORS.—*Wellborne & Son*; *Chester & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## NEW ORDERS, &c.

### TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 23rd of March, 1900.

Whereas, from the present state of the business before Mr. Justice Stirling, Mr. Justice Kekewich, Mr. Justice Byrne, Mr. Justice Farwell, and Mr. Justice Buckley respectively, it is expedient that a portion of the causes assigned to Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Byrne, should for the purpose only of hearing or of trial be transferred to Mr. Justice Farwell and Mr. Justice Buckley. Now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Byrne, to Mr. Justice Farwell and Mr. Justice Buckley for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the Registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice STIRLING to Mr. Justice FARWELL.

1899.

Vinall v Burton 1899 V 488 Dec 4

1900.

Brundell v Leigh 1899 B 2,639 Feb 12
Verini v Trier 1899 V 420 Feb 12
Frohwein v Gluck 1899 F 852 Feb 13
Laycock v Swann 1899 L 2,303 Feb 14
Cock v Parkin 1898 C 4,286 Feb 16
Chivers & Sons v Chivers & Co, ld 1900 C 288 Feb 16
Popham v Buchanan 1899 P 2,587 Feb 19
Hempsted v Jones 1899 H 3,537 26
Bunge v Higginbottom & Co, ld 1899 B 628 Feb 27
The Jandus Arc Lamp and Electric Co, ld, v Johnson 1899 J 1,253 Feb 28
Perryman v Lewin 1899 P 1,657 March 5
Viscount Gage v Lawrie 1899 G 2,436 March 6
Stretch v North Staffordshire Railway Co 1899 S 2,460 March 6
Kerr v Sarsous 1899 K 585 March 8

SECOND SCHEDULE.

From Mr. Justice KEKEWICH to Mr. Justice FARWELL.

The James Cycle Co ld v Johnson 1899 J 453 Jan 13
The City of London Electric Lighting Co ld v Mayor, &c of London 1899 C 2,046 Feb 8
Ford v Cole 1899 F 839 Feb 8
Rosenberg v Weinbaum 1899 R 1,671 Feb 9
Pollard v Hemphill 1899 P 2,524 Feb 12

Tubes ld v Perfecta Seamless Steel Tube Co ld 1897 T 3,146 Feb 13
Bousfield v Bennett 1899 B 428 Feb 13
Attorney-General v Coleman 1899 A 1,661 Feb 16
Clark v Clark 1899 C 2,466 Feb 17
Gustard v Lewis 1899 G 1,399 Feb 22
Hamilton Hoare v Mortlock 1899 H 3,549 Feb 23
Dixon v Kennaway & Co ld 1899 D 1,043 Feb 23

THIRD SCHEDULE.

From Mr. Justice BYRNE to Mr. Justice BUCKLEY.

1899.

The Saccharin Corporation ld v Anglo-Continental Chemical Works ld 1898 S 4,001 March 4
Winn v Barnett 1899 W 997 June 3
Whitstable Oyster Fishery Co v The Hayling Fisheries ld 1899 W 689 June 15
Harris v London & North Western Ry Co 1899 H 888 June 26
Zwillingswebsthul (Patent Felix Mayer, &c) v Moser 1898 L 793 Aug 11

1900.

Wrench v British Millervin Co ld 1899 W 4,031 Jan 23
Dunlop Pneumatic Tyre Co ld v Wapshare Tube Co ld 1899 D 2,099 Feb 2
Akerman v Smallpeice 1899 A 800 Feb 13
The Consolidated Newspapers ld v The Echo ld 1899 L 3,484 Feb 22
Welfare v Collins 1899 W 4,098 Feb 22
Cross v Piccadilly Cycle Depot 1899 C 3,974 Feb 22
Knight v Phillips 1900 K 38 Feb 24
Day v Riley & Whittaker & Motion In re Day's Trade Marks, &c 1899 D 977 Feb 24
Roberts v Wood 1899 R 1,978 Feb 26
Pearks, Gunston & Tee ld v Griffiths 1899 P 1,212 Feb 27
Du Boulay v McNeil 1899 D 1809 March 5
In re E. Thomas, Thomas v Thomas 1898 T 1,830 March 5
Towns v Tynemouth Permanent Benefit Building Society 1900 T 343 March 7
Coles v Whitehead 1900 C 61 March 7
Watson v Skelsey 1899 W 2,280 March 14
In re Knapp, Tarver v Tarver 1899 K 720 March 15
Saffery v Bullard Cigar Machine Syndicate ld 1899 S 2,576 March 16
Grierson v Abraham 1899 G 1,750 March 16
Grierson v Abraham 1899 G 2,335 March 16

HALSBURY, C.

ORDER OF COURT.

Monday, the 26th day of March, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule herto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1900—S.—No. 954).

In the Matter of The Stenotyper (Limited). Hastings Brothers (Limited v. The Stenotyper (Limited).

Mr. Justice STIRLING (1900—U.—No. 142).

In the Matter of The United Projects Syndicate (Limited). Andrew Haes v. The United Projects Syndicate (Limited). HALSBURY, C.

## LAW SOCIETIES.

### THE HEREFORDSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held on Monday, the 26th of February, 1900, when there were present Mr. William Masefield (president), Messrs. H. C. Beddoe, W. J. Humfrys, J. Gwynne James, F. R. James, J. Lambe, T. Llanwarne, E. L. Wallis, Burt, Earle, Corner, Lilley, W. Carless, Akerman, James Davies, D. Allen, N. Matthews, F. Hamp-Adams, C. B. Beddoe, and J. R. Symonds (hon. sec.).

The minutes of the last general meeting were read, confirmed, and signed.

The report of the committee for the past year was received and adopted.

It was resolved, on the motion of Mr. J. R. Symonds, seconded by Mr. W. J. Humfrys, that Mr. James Davies be elected president for the ensuing year.

It was resolved, on the motion of Mr. H. C. Beddoe, seconded by Mr. T. Llanwarne, that a cordial vote of thanks be accorded to Mr. Masefield for his services as president during the past year.

It was resolved, on the motion os Mr. W. J. Humfrys, seconded by Mr. A. J. Corner, that Mr. J. R. Symonds be re-elected vice-president for the ensuing year.

It was resolved, on the motion of Mr. J. G. James, seconded by Mr. J. Lambe, that Mr. J. R. Symonds be re-elected hon. sec. and hon. treasurer for the ensuing year.

The following were elected as the committee: Messrs H. C. Beddoe, Humfrys, J. Gwynne James, Lambe, J. Carless, A. J. Corner, C. D. Andrews, W. Thorpe, R. T. Griffiths, and W. Masefield.

Mr. Reginald Masefield, of Ledbury, was elected a member of the society.

The following are extracts from the report of the committee:

*Members.*—The number of members is now sixty, as against fifty-nine last year. Two new members were elected at the annual meeting, and one member has resigned, having left the neighbourhood.

*Practice as to Costs of Leases.*—Inquiries being frequently made upon this point, the committee think it may be useful to repeat the resolution passed by them in April, 1888: "That this committee considers that, in the absence of any stipulations to the contrary, it is the universally recognized practice in this part of the country for the costs of the lessor's solicitor to be divided equally between lessor and lessee, and that the lessee pays his own solicitor in addition, if he employs one." This view was recognized by the judge of the Hereford County Court as an established custom in the case of *Higley* v. *Reynolds*, 10th April, 1894, reported in SOLICITORS' JOURNAL, vol. 38, p. 401.

*Estate Duty on Proceeds of Sale.*—The authorities having revoked their first expressed opinion, which was to the effect that on a sale by trustees, under a trust for sale, estate duty did not constitute a charge upon the property, but only on the proceeds, and having now adopted the view that the duty is a charge on the property itself, the committee desire to call attention to the extremely unsatisfactory position created by this newly-expressed opinion The Leeds Law Society have taken the matter up warmly, and the committee hope to co-operate with them in endeavouring to get an amendment of the law in this respect.

### THE SELDEN SOCIETY

The annual meeting of this society was held on Wednesday, the Master of the Rolls presiding. There were also present Mr. Justice Stirling, Mr. Justice Bruce, Mr. Justice Farwell, Mr. Justice Granthan, Mr. Justice Buckley, Sir Howard Elphinstone, Bart., Sir Frederick Pollock, Bart., Sir Harry Poland, Q.C., Mr. Inderwick, Q.C., Mr. P. O. Lawrence, Q.C., Mr. Pennington, Mr. Stuart Moore, Mr. R. E. Marsden, Mr. Bernard Cracraft, Mr. J. M. Rigg, Mr. Cyprian Williams, and the secretary of the society, Mr. B. Fossett Lock.

The Master of the Rolls, in moving the adoption of the report and balance-sheet, said that the increase in the membership of the society from 273 to 282 was satisfactory so far as it went, but he regretted that the society was not better known, and that people did not subscribe more largely for their books. The assets were in a satisfactory state, but unless the subscriptions from the Inns of Court were continued it would be impossible to effect a very important portion of their objects—namely, the publication of year-books. It was a matter for regret that the volume for 1899, "Select Pleas of the Forests," edited by Mr. G. J. Turner, was not quite ready for publication, but it would be distributed as soon as it was completed. The preparation of the volume for 1900, "Municipal Records of Beverley," by Mr. A. F. Leach, was well advanced, and it was hoped that it would be ready for publication in the early summer. Owing to the illness of Professor Maitland, who, he was glad to say, was progressing favourably, the publication in 1902 of the "Year-Books of Edward II." might have to be postponed; but arrangements had been made for the production next year of selections from the proceedings of the Star Chamber, to be edited by Mr. I. S. Leadam, and in 1902 of a volume of selections from the rolls of the Jewish Exchequer, to be edited by Mr. J. M. Rigg with the co-operation and assistance of the Jewish Historical Society. If this arrangement were found satisfactory similar arrangements might be made with other societies in future years. The Selden Society had sustained a great loss since their last annual meeting by the death of Lord Herschell, a former president, and of Mr. Quaritch, its publisher. He was glad to say that arrangements had been made with the son to continue the publications of the society. The motion was carried.

Sir Frederick Pollock, Sir H. Maxwell Lyte, Mr. Stuart Moore, Mr. Renshaw, Q.C., Mr. Pennington, and Mr. Cyprian Williams were elected members of the council, and the nomination of Sir Howard Elphinstone as a vice-president was confirmed.

Sir Harry Poland, Q.C., in moving a vote of thanks to the Master of the Rolls, said that he earnestly hoped the Inns of Court would continue their subscriptions to the society to enable it to carry out the work on the year-books to which the president had referred. Selden was a member of the inn to which he himself belonged—the Inner Temple—and was their most learned bencher; he was buried in their churchyard; his monument was in their church, and his portrait in their Parliament chamber. He earnestly hoped that the Inner Temple would be the last inn to discontinue its subscription to the valuable work of this learned society, which was called after his name.

A vote of thanks to the treasurer and benchers of Lincoln's-inn for the use of the hall concluded the proceedings.

### UNITED LAW SOCIETY.

March 26.—Mr. J. R. Yates in the chair.—Mr. C. W. Williams moved: "That an M.P. should not resign his seat because he finds himself opposed to the views of the majority of his constituents on any particular question." Mr. A. Richardson opposed, and the debate was continued by Messrs. S. E. Hubbard, J. F. W. Galbraith, J. Ricardo, N. Tebbutt, C. W. Williams, and S. Davey. The motion was carried.

The attention of the law officers of the Crown has, says the *Times*, been called to a possible hardship that may arise in the case of a solicitor's articled clerk who has, in the present exceptional crisis, volunteered for service in South Africa or joined a Militia regiment. It appears that before an articled clerk can be admitted as a solicitor a declaration has to be made by his employer that he has not been engaged in any other employment during the period of his clerkship; so that the service of an articled clerk in the Auxiliary forces might be held to constitute a disability for his admission as a solicitor.

# COMPANIES.

## LAW LIFE ASSURANCE SOCIETY.

### QUINQUENNIAL MEETING.

The annual general meeting of the Law Life Assurance Society was held on Wednesday at the Society's Office, 187, Fleet-street, Mr. R. ELLETT taking the chair.

The seventy-sixth report, which was submitted to the meeting, stated that the number of policies effected during the year was 450, assuring the sum of £547,910, the premium income on which, including £3,402 single premiums, amounted to £19,098. The net new business, after deducting re assurances, was £504,605, at annual premiums of £14,835 and single premiums of £2,463. The society had also received during the year premiums amounting to £1,332 10s. 1d. in respect of re-assurances against the risk of death from fatal accidents, under the agreement with the Law Accident Insurance Society (Limited). Three sinking fund assurances for £11,833 had also been granted at annual premiums of £109 5s. 6d. and a single premium of £117 15s. 8d. The total net premium income for the year was £257,845. The net renewal premium income shewed an increase for the eighth year in succession. Fifty-three immediate annuities were granted in respect of which the society received the sum of £76,739 9s. 2d. The total funds shewed an increase of £106,452 during the year. The interest yielded by the society's funds was at the rate of £4 1s. 3d. per cent. per annum without deduction of income tax. The expenses of management (including commission) represented £11 4s. 6d. per cent. of the total net premium income. The net claims by death had amounted to £352,133 19s 10d (including £108,385 19s. 10d. bonuses) in respect of 183 policies upon 124 lives. The bonuses on participating policies which became claims (the bonuses attaching to which had not either wholly or in part been previously surrendered) had averaged 60 per cent of the original sums assured. The net amount of claims in 1899 was about £26,000 less than the *expected* amount according to the Hm. Table of Mortality, on which the society's valuations were based, and the number of policies which became claims was about 17 less than the number expected. The average age at death of the lives assured under policies which became claims was about 70 years, and the average duration of such policies was about 29 years. In addition to these claims there had been three claims amounting to £2,333 6s. 8d., under fatal accident re-assurances; three endowment assurances for £2,250 including bonuses and one endowment for £30 had matured; and payments amounting to £668 had been made in respect of the maturing of a sinking fund policy. One annuitant had died during the year, and the society had thus been relieved from an annual payment of £35. The directors had pleasure in stating that after protracted negotiations they had secured a site to enable them to extend the society's present offices in Fleet-street. In view of the quinquennial valuation and distribution of profits which fell to be made as at the 31st of December, 1899, the directors had carefully reconsidered all the securities and investments of the society. With regard to the guarantee fund, they had provided for depreciation in certain investments as appeared in the accounts. With respect to the life assurance and general funds, they desired to state that in their opinion all the securities were amply sufficient to cover the amounts standing against them in the society's books, and that as regarded the Stock Exchange investments, the total market value of these on the 31st of December, 1899, was considerably in excess of the book values.

Mr. E. H. HOLT (manager and secretary) having read the notice convening the meeting,

On the motion of the CHAIRMAN the retiring directors were re-elected as follows: Mr. Sam Bircham, Sir William James Farrer, Mr. William Francis Fladgate, Sir Richard Nicholson, the Right Hon. Lord Stratheden and Campbell, and Sir Henry Arthur White.

Mr. Percival Walsh was re-elected auditor for the proprietors, and Mr. Frederick George Hilton Price auditor for the assured.

The CHAIRMAN, in moving the adoption of the report, said he was very glad to be able to congratulate both the proprietors and the policyholders on the fact that the accounts exhibited a steady growth of health and vitality. With regard to the item of new business, last year was known generally as not a good insurance year. As was apparent from the reports of many societies whose meetings had been held, the year was not prolific of insurance business, but notwithstanding that, the society had the satisfaction to have issued a few more policies than in the year before. They had issued policies representing new business to the value of £547,000, which represented a new premium income including single premiums of £19,000, a result which might well be regarded as satisfactory. The net new business, after deducting reinsurances, was £504,600, representing a net premium income including single premiums of £17,298. The small falling off was attributable to the absence of larger cases. The society had issued more policies, but the total amount had not been quite so much; but there was a grand total of net premium income of £257,845. But it was quite as important that they should look to the source of this business as to its actual volume, and they had every reason to regard the result as most satisfactory. The result of the adoption of the agency system had been most satisfactory. Last year the amount of new business which had resulted from agency connections was £321,755, which was the best year of the last five years, and which compared with £267,000 in 1895. The true test of real growth in an insurance society was the renewal premium income, and from that point of view also the figures were eminently satisfactory, shewing an increase again last year, and that for the eighth year in succession. Therefore they were obtaining new business which amply replaced the waste caused by claims which naturally in an office of the age of the Law Life became more and more heavy. The annuity business was a branch that the society did not specially seek by offering unusually favourable terms, but the public had brought them £76,000 in the past year for annuities, which was an excellent proof of their confidence. The claims last year were £26,000 less than the expected claims according to the Hm. tables, which formed the basis of the society's valuation. Not only this, but they were considerably less than might have been expected under the table of the Law Life itself representing the experience of the society for its first fifty years, during which there was practically no competition. There had been but two war claims, which amounted to £4,100. They were both policies on which the continuous extra had been paid throughout, therefore there was no reason to regard them as misfortunes. There had been a special investigation into all the securities in consequence of the quinquennial valuation, and the result shewed that all the liabilities were most amply covered. The market value of the Stock Exchange securities taken on the 31st of December, when prices were somewhat depressed, was, as stated in the report, considerably in excess of the book values. The increase in the funds in 1899 was £106,000, and that succeeded an increase of £50,000 in 1898. The society's total funds at the present moment stood at £5,072,000. With this fund the proprietors could go to their friends and say that the security of the Law Life was absolute. The cost of management had been slightly less than the previous year. In 1899 it was £11 4s. 6d. as against £11 9s. 6d. in 1898. It was the policy of the directors to pay liberally for all services rendered and for actual results, but they did not believe in running up a large expenditure unless they saw an adequate return. The very gratifying increase in the business of the society had necessarily involved an increase of the staff. The staff had been for some time inadequately accommodated, and the directors had, after many difficulties, succeeded in obtaining a site for the extension of the offices. On behalf of the directors he expressed their deep sense of obligation to Mr Holt and the staff generally for their exertions in the interest of the society.

Mr. COLES seconded the motion, expressing great gratification at the progress of the society. In 1894 the life assurance funds were but £3,800,000, and now they were £4,024,000. He urged that it would be better to increase the rate of expenditure rather than to allow the society to fall off in respect of new business. It was imperative that the board of management should shew that progress was made if they were to continue to secure the confidence of the public. He congratulated the board that they had been able to get 4 per cent. interest. Everybody knew the difficulty there was in obtaining that rate in the present day. It was also a matter of satisfaction that the expenses of management were only 11·5. per cent. of the premium income.

The motion was carried.

The report of the directors upon the operations of the society for the five years ending 31st of December, 1899, was then submitted to the meeting.

The CHAIRMAN, in moving the adoption of the quinquennial report, went very carefully through the figures and expressed great satisfaction at the progress and prospects of the society. He observed that during the five years the funds of the society had increased from £4,819,000 in 1894 to £5,072,000 in 1899, an addition of £253,000 The premium income had also shewn a substantial increase. In 1894 it was £238,000, and in 1899 £257,000, nearly an increase of £20 000. The amount paid in claims during the quinquennium was nearly a million and three-quarters, a very large percentage of which in respect of participating policies where there had been no surrender of bonuses, was under the head of bonuses. The proportion of bonuses in respect of such policies had represented no less than 62 per cent of the sum assured, a fact which must place the policies on a very high level as bonus-earning policies. During the five years the rate of interest had averaged £4 1s., as against £4 2s. in the previous quinquennium. There had been great economy in the management. The average for the five years had been under 11½ per cent. as against an average of 11¾ per cent. in the previous five years. The claims for the five years were about £189,000 less than the amount expected, according to the Hm. table, and were about £73,000 less than expected according to the very much lighter table of the Law Life Office experience. The amount represented a payment of 89 per cent. only of the expected amount under the Hm. table, and 95 per cent. according to the Law Life table. The board had made the very important change of reducing the valuation rate of interest from 3 per cent. to 2¾ per cent., which most materially strengthened the reserves and would assure the position of the society in the future. The actual result was that the society had to deal with a surplus of £388,740, but there had been distributed in the quinquennium in interim bonus the sum of £84,147, making a total of £472,887. Assuming that the valuation had again been made this year on the 3 per cent. basis, of course that would have been very much increased. The apportionment of that amount was regulated by the change made a few years ago, when the proprietors determined that with regard to policies issued since 1896 they should take only one-tenth of the profit, and give to the policyholders the remaining nine-tenths. The proprietors, therefore, received £91,925 and the policyholders £380,962. The proprietors' portion would, deducting the £38,916 they had received in interim bonuses, allow of the payment of a balance of bonus of £1 per share. The position of the society was such that proprietors might with the greatest confidence recommend it to their friends. There was in addition to the Life Assurance Fund, in itself ample, the security of the proprietors' guarantee fund of £1,000,000, and beyond that there was the security of £900,000 of uncalled capital. The board looked forward confidently to the quinquennium upon which they were now entering with the assurance that it would be successful both for the proprietors and the policyholders.

Sir WM. FARRER seconded the motion, and it was carried.

Votes of thanks to the manager, actuary, assistant actuary, and staff, and to the chairman brought the meeting to a close.

# LAW STUDENTS' JOURNAL.

## LEEDS LAW STUDENTS' SOCIETY.

### The Attorney-General on Advocacy.

The annual dinner of this society was held on Saturday. The president, Sir Richard Webster, Bart., A.G., occupied the chair.

The President at the outset of his address thanked them for the hearty welcome they had given him, and expressed his appreciation of the compliment paid him by the Law Students' Society of Leeds in electing him their president. He had at one time contemplated the preparation of a treatise on some recondite point of law. But that would have been intolerably dull. He would endeavour to make one or two suggestions connected with the common profession in which they were all engaged. Many of them before very long would probably be called upon to conduct cases in the county courts or before the magistrates, and it would be their duty, of course, to keep the judges and magistrates from falling into those errors which they undoubtedly would fall into without their assistance. His first word to them was "don't be afraid of a judge." He had hoped to have been able make his observation in the presence of two of her Majesty's judges, and to have publicly said what he thought of them. Unfortunately—probably because they had heard their doings would be discussed in the presence of the nominal head of the bar—they had managed to conclude their business in time to leave the city, a course of conduct which betokened that they were unable to face the law students of Leeds. The best judges were most modest men. Two of the best that had ever lived—Lord Cairns and Lord Bowen—adorned the bench by the charming modesty of their character, as well as by their great learning. Mr. Joshua Williams, the great real property lawyer, once told him that he had to take a case to the Exchequer Chambers because he gave the judges of the Queen's Bench the credit of being acquainted with most of the real property statutes, and then found that when they came to deliver their judgment they had forgotten all about them. Therefore do not let them be afraid of instructing the judges in even the most elementary matters. No doubt many had heard of the young advocate who came to the Supreme Court of the United States some two or three thousand miles to argue a case. He proceeded to urge before the court at considerable length the fundamental principles of law: but one of the judges, after listening patiently some time, said to him, "Sir, do you think you need tell us that? don't you think you can give us credit for some elementary knowledge of the law?" The barrister replied, "I did that, sir, the last time I was here, and you decided against me." Whilst they must not be afraid of the judges, they must at the same time avoid dulness. During the Queen's Jubilee, a great many Americans were over in this country. An American lawyer, wishing to see our system of law in actual practice, visited one of our courts, and after listening for about ten minutes to a very dull argument, asked: "Who is that counsel?" "Oh," replied his friend, "that is the great Mr. So-and-so, Queen's Counsel," whereupon the American gentleman remarked, "That a Queen's Counsel! God save the Queen." While, therefore, they should endeavour to see that the judges did not fall into error from the want of rudimentary information, they should at the same time endeavour to avoid dulness, so that they might not weary the tribunal. They should also at times not be afraid of letting the court know exactly what the position was. They had, he was thankful to say, in their profession a high standard of honour, and he hoped it always would be the view of every student of the law, however much he strove to gain his case, only to so strive by honourable means and by conducting his case with the strictest regard to truth. Then there was the bringing out of evidence before the courts. There was a great deal too much made by many young advocates, and people who were not young advocates, of the supposed advantages and merits of cross-examination. He would tell them what was much more important to them, appearing as they would in the county court and before the magistrates. It was very much more important to get their evidence out well in chief rather than in cross-examination. Cases were more often won by examination-in-chief than by any amount of cross-examination. Except under special circumstances, cross-examination did not do much good to win cases; although, of course, it was a very valuable weapon for the investigation of the truth. The most important part of their duty in contentious business would be in ascertaining what the witnesses could say and in preparing their proofs, well-arranged in point of time or alphabetical order. There was nothing which he studied more as a young barrister, at the suggestion of an older and wiser man than himself, than the examination in chief of witnesses. From the point of view of getting up cases, it was of extreme importance to inspect personally a place or machinery affecting the case. He had made it a practice for nearly thirty years that whenever there was a case which involved machinery, or *locus in quo*, or any incident connected with real property to see it, and the inspection gave one great advantage. He could speak strongly of the importance of young fellows establishing in their minds a clear picture of the incidents which they wish to present to the court. Many of them would, perhaps, hope that he would be able to give them some hints which would lead to immediate success in their profession. Unfortunately, there was no golden rule. But next to scrupulous honour in conducting their cases, he knew of nothing which was so likely to lead to success as the power of concentration on the particular point they were considering or taking before the court. He was satisfied that one of the great failings on the part of many of those who had been engaged in getting up cases had been the neglect to concentrate the mind on the particular question raised or the particular facts to be laid before the court. The great Sir John Karslake said that three things were necessary to success. The first was tact, the second was tact, and the third was tact. He (the Attorney-General) would be inclined to add that for anyone to succeed as a solicitor or a barrister, the most important quality, the most important development of talent, was the power of concentration on the thing before the mind. There was another matter which he wished to touch upon. From time to time there had been an agitation—he would not say a strong agitation—by not a few for the fusion of the two branches of the legal profession. The more they lived and worked in their profession the more would they be satisfied that such a change would be a great mistake. He had had it brought before him in a remarkable way on two occasions in his life. He had had the great privilege of appearing twice for his country in international arbitrations, and he had been opposed on both occasions by leading members of the American bar. He and Lord Russell were both struck by the effect of the difference of the two systems, on the way in which American and English advocates conducted their cases. They knew that the man who had got up the case was not the best man to conduct it. His mind was engrossed with the details of the case; he often thought that certain points were crucial and conclusive of the matter. A fresh mind which looked upon the story as a whole regarded things and facts from a different standpoint. But that was not the only thing brought home to his mind by observing the English and American systems. The result of the conducting of the case by a man who had got it up was that he got to look at it too much from a personal point of view; he thought all the minor incidents of the case were crucial and important, and if he were unsuccessful in any particular argument, although having no direct bearing on the case, he was apt to consider it as a personal grievance. As it was put to him by the Lord Chief Justice, the American advocate was not able to look at the case in the same detached way as the counsel who had had the case put before him. Probably the best opinion on the matter was that given by the late Mr. Benjamin, first an American advocate and afterwards an English Queen's Counsel. He said he had no doubt that in a young country the American system was the best, but that in a matured country like England it was of the highest importance that there should be men selected for pure advocacy alone. He (Sir Richard Webster) had often regretted that some of the great prizes were not open to the solicitors' branch; but, on the other hand, a large number of offices were held by solicitors, and he knew of no class of men who were more deservedly respected than the leading solicitors in towns.

# LEGAL NEWS.

## APPOINTMENTS.

Mr. Richard Stephens Taylor, solicitor, has been elected a Director of the Equity and Law Life Assurance Society in the room of Mr. John Moxon Clabon, deceased.

## CHANGE IN PARTNERSHIP.

### Dissolutions.

Arthur Edward Murray and Charles William Whateley Bowling, solicitors (Murray & Bowling), Saint Columb and Newquay. March 1. The business will in future be carried on by the said Arthur Edward Murray. [*Gazette*, March 23.

William Thomas and Arthur Villiers Blakemore, solicitors (Thomas & Blakemore), Birmingham. March 23. The said William Thomas will continue the said business at the same address in partnership with Sidney Stuart Guest under the style of William Thomas & Guest.

George Winch, George Bluett Winch, and John Lester Allen, solicitors (Winch, Son, & Allen), Chatham and New Brompton, Kent. March 3. [*Gazette*, March 27.

## GENERAL.

It is stated that the estate of the late Lord Ludlow has been valued at £181,962 gross, including personalty of the net value of £139,147.

The Royal Assent was given, by Commission, on the 27th inst., to the War Loan Bill, Consolidated Fund (No. 2) Bill, and Census (Great Britain) Bill

The Attorney-General will preside at the annual general meeting of the Barristers' Benevolent Association, which will take place in the Middle Temple Hall on Tuesday next, at 4.30.

It is stated that the late General Joubert in early life was a law agent. This led to his election as the Volksraad member for Wakkerstroom in the early sixties. His vigorous use of the slender stock of legal knowledge he had acquired led eventually to his appointment as the Attorney-General of the Republic, his path to this position having been paved by his occupation of minor official posts.

The number of actions for debt or damages tried in the Mayor's Court at Guildhall last year was 357, of which 117 were taken by the late Recorder, 179 by Sir Forrest Fulton, the Common Serjeant, and 61 by Mr. F. Roxburgh, the assistant judge. The plaintiffs were successful in 294 cases, the defendants in 47, and in the remainder a non-suit was entered or the jury discharged or withdrawn. The highest amount claimed was £1,100.

Sir M. S. Grant Duff, in his recently published "Notes from a Diary, 1886-1888, says that during his stay in Edinburgh in November, 1888, conversation turned at dinner to the suit in which Alexander Russel, the editor of the *Scotsman*, had been cast in damages for a libel on Mr. Duncan Maclaren. Amongst other amenities it appeared that he described that gentleman as a "wee snake." Some time after Russel avenged himself for losing his suit in an article upon some statistics which his old enemy had put together, by remarking that Mr. Duncan Maclaren was a "great adder." Another anecdote recorded was the saying of Chief Justice Erle to someone who had offended him: "You don't know the strength of the expressions which I am *not* using."

At the meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions, held on the 27th inst., Viscount Cross in the chair, the society considered the following Parliamentary Bills, and discussed other questions affecting quarter sessions: Corporal Punishment Bill, Lunacy Bill (H.L.), Sale of Intoxicating Liquors on Sunday Bill, Sale of Intoxicating Liquors to Children Bill, Wine and Beerhouse Acts Amendment Bill, and Youthful Offenders Bill (H.L.).

At last, says the *St. James's Gazette*, the award of the Berne Arbitration Court is to be made. Exactly ten years and nine months ago took place the illegal seizure of the Delagoa Bay Railway and the annulling of the concessions by the Portuguese Government. On the 5th of July, 1889, about a fortnight after that seizure, arbitration was agreed upon, and the first court sat a couple of years later. That ten years should have been taken in deciding the merits of even a complicated case such as this is, to say the least of it, surprising.

The list of freak measures, or as someone has perhaps more properly termed them, "fools bills," before the Legislature this year appears, says the *Albany Law Journal*, to be quite up to the average both in number and quality. A shining example of this class of bills is one which proposes to make it a misdemeanour for any woman to wear or make use of a hatpin which is over three inches in length. Another member of the assembly wants to legislate against barking dogs; another desires to forbid householders to erect fences around their premises or to box up their front stoops when they leave the city for the summer; another sapient legislator has a bill to compel tonsorial operators to treat their razors, before using them, with a patent sterilizing process for the killing of microbes.

A legal correspondent of the *Daily Telegraph* writes: In reference to the historic No. 17, Fleet-street, which is to be preserved by the county council, it may be noted that in the last century it was Nando's famous coffee-house, which was frequented by many legal celebrities of the day. It was there that in 1767 Edward Thurlow, afterwards Lord Chancellor, who had just been called to the bar, by accident picked up his first brief, and was in consequence enabled to make phenomenal progress in his profession. A decision in respect of the great *Douglas* v. *Hamilton* case by the Edinburgh Court of Session was being appealed against in London, and young Thurlow, who was opposed to the Scotch pronouncement, argued learnedly against it in Nando's. He was overheard by the legal gentleman in charge of the appeal, and was at once briefed as junior in the case. Eventually the decision of the Court of Session was reversed.

On Monday last, Sir Forrest Fulton, Q.C., took his seat as judge of the Lord Mayor's Court. There was a large attendance of members of the bar, and Mr. Pitt Lewis, Q.C., the senior member present, congratulated his lordship, on behalf of the bar, upon acceding to the ancient and honourable position of Recorder of London. It was not generally realized that the office was one of the most ancient in the kingdom. At the time of the Conquest, when other parts of England submitted to the Conqueror, the City of London kept its own judicial officer. His lordship represented that long train of judicial officers, and members of the bar were sure that he would maintain worthily the traditions of that high office. The recorder expressed his high appreciation of the complimentary manner in which he had been referred to. In the course of his speech he announced that in future the court would meet on Mondays at 10.30, instead of 11 o'clock as heretofore.

In the House of Commons on the 23rd inst. Mr. Crombie asked the Chancellor of the Exchequer whether, in framing the new clause in the Finance Act to replace the stamp duty, he would consider the advisability of adopting some scheme which would produce sufficient revenue to replace the sum now arising from the operation of clause 25 of the Companies Act, 1867, in order to admit of the total repeal of that clause, and thus carry out the recommendation of the committee on this subject. The Chancellor of the Exchequer said the objects which the Departmental Committee of 1894 (to which I conclude the hon. member refers) had in view in recommending the repeal of section 25 of the Companies Act, 1867, have since been secured by the Companies Act, 1898, so that there is now no object to be gained by the repeal. The section does not itself impose any duty; it merely provides an important security against the evasion of existing stamp duties. There is really no connection between such a provision and any proposal that may be made for creating new stamp duty.

In the House of Commons on the 27th inst. Mr. MacNeill asked the Attorney-General whether he was aware that the Lord Chief Justice of England, in delivering judgment in the Queen's Bench Division in the case of *Payne* v. *Cooper*, in April, 1896, stated that applications for committal for contempt of court had been much too numerous, and that in some instances the decisions had gone too far; and that Mr. Justice Wright, his lordship's colleague on the bench, expressed his concurrence in these remarks; and whether, having regard to the fact that so far back as 1882 legislation on the subject of committal for contempt of court was announced as a Government measure, and that the power of committal for contempt of court was not subject to appeal or supervision, and was uncontrolled by the prerogative of pardon, the Government would take into consideration the propriety at an early day of proposing legislation with a view to the definition and limitation of this power. The Attorney-General said the answer to the first paragraph of the hon. and learned member's question is in the affirmative. The rules which govern questions of contempt of court are well understood, and there is not, in my opinion, any necessity for legislation.

In his summing up in an action of *Ladd* v. *The London Road Car Co.* (*Limited*) on the 23rd inst., the Lord Chief Justice is reported by the *Times* to have said, in reference to the subject of speculative actions generally, that he thought it right to say, on the part of the profession and the class of persons who were litigants in such cases, that it was perfectly consistent with the highest honour to take up a speculative action in this sense—viz., that if a solicitor heard of an injury to a client and honestly took pains to inform himself whether there was a *bond fide* cause of action, it was consistent with the honour of the profession that the solicitor should take up the action. It would be an evil thing if there were no solicitors to take up such cases, because there was in this country no machinery by which the wrongs of the humbler classes could be vindicated. Law was an expensive luxury, and justice would very often not be done if there were no professional men to take up their cases and take the chance of ultimate payment; but this was on the supposition that the solicitor had honestly satisfied himself by careful inquiry that an honest case existed.

Mr. Sidney M. Quennell, secretary of the Central Hospital Council for London, writes to the *Times*: "I am desired by the council to ask you to allow me space in your columns to warn your readers against a person who is now, and has been for some years, in the habit of writing, generally from Paris or Brussels, to hospitals, scholastic agencies, and others, among his *aliases* being the names of H. Lavall, Charles W. Hills, James W. Thompson, Charles Samuel Hewitt, and George Hope. Writing to the treasurer or secretary of hospitals, he states that he is about to make his will and intends to bequeath a certain amount to 'your noble institution,' he asks for particulars of the work done, and adds that if the institution is in immediate need of assistance he will be glad to be of help. But he invariably adds a postscript to the effect that he desires to consult a reliable London solicitor or stock and sharebroker regarding an investment that he wishes to make, and he asks that a card may be sent to him to serve as an introduction to a trustworthy firm, so that he may receive their best advice and attention. None of the 'noble institutions' have derived any benefit from these offers. Members of the Stock Exchange and solicitors are doubtless the writer's real quarry, and it would be well for any of your readers who may receive a letter to the above effect to forward it to the Criminal Investigation Department, Scotland-yard."

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Appeal Court No. 2. | Mr. Justice Stirling. | Mr. Justice Kekewich. |
|---|---|---|---|
| Monday, April ..... 2 | Mr. Beal | Mr. Jackson | Mr. Carrington |
| Tuesday ..... 3 | Pugh | Pemberton | Lavie |
| Wednesday ..... 4 | Beal | Jackson | Carrington |
| Thursday ..... 5 | Pugh | Pemberton | Lavie |
| Friday ..... 6 | Beal | Jackson | Carrington |
| Saturday ..... 7 | Pugh | Pemberton | Lavie |

| Date. | Mr. Justice Byrne. | Mr. Justice Cozens-Hardy. | Mr. Justice Farwell. | Mr. Justice Buckley. |
|---|---|---|---|---|
| Monday, April ..... 2 | Mr. Farmer | Mr. Godfrey | Mr. Greswell | Mr. King |
| Tuesday ..... 3 | King | Leach | Church | Farmer |
| Wednesday ..... 4 | Farmer | Godfrey | Greswell | Church |
| Thursday ..... 5 | King | Leach | Church | Greswell |
| Friday ..... 6 | Farmer | Godfrey | Greswell | Pemberton |
| Saturday ..... 7 | King | Leach | Church | Jackson |

## THE PROPERTY MART.

### SALES OF THE ENSUING WEEK.

April 4.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—Merioneth and Carnarvonshire: Freehold Estate known as the Cwmorthin Slate Quarry, situate adjoining Tan-y-Grisiau Station; the property extends to about 282 acres; a portion of the estate is leased to the Wrysgan Slate Co., and the income from rents and royalties amounts to about £690 per annum. Solicitors, Messrs. Addleshaw, Warburton, & Co., Manchester; and George Trenam, Esq., London.—Bryanston-square: Profit Rental of £183 5s. per annum for seven years. Solicitor, Robert Dennis, Esq., London.—Southfields (West-hill, Wandsworth): Detached Freehold Residence. Solicitors, Messrs. Sass & Young, London.—New Eltham: Old-fashioned Residence, with stabling, and 4½ acres of gardens. Solicitors, Messrs Pethevick & Sons, Exeter; and H. Mear, Esq., London.—Plaistow: Terrace of 24 Dwelling-houses, let at £584 4s. per annum. Solicitors, Messrs. Foster, Spicer, & Foster, London. (See advertisements, this week, p. 7.)

April 4.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2: Freehold Ground-rents, amounting to £159 12s. per annum, secured upon a Block of 26 Houses at Hammersmith. Freehold Ground-rents amounting to £112 per annum, secured upon 16 Houses at East Dulwich. Solicitors, Messrs. Potter, Sandford, & Kilvington, London.—Crown Leasehold in Houses and Shops near Regent's-park (for particulars see advertisement. Solicitors, Messrs. Hores, Pattisson, & Bathurst, London. (See advertisements, this week. p. 6.)

April 5.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To One-fourteenth of Leasehold Properties at Forest-hill producing £620 14s. per annum; also to One-seventh of Freeholds and Leaseholds producing £115 per annum; lady aged 62, provided the reversioner, aged 37, survives her. Solicitors, Messrs. Travers Smith, Braithwaite, & Robinson, London.

To Freehold Property at Shelfanger, Norfolk, value £700; lady aged 60, provided the reversioner, aged 35, survives her. Solicitor, James Terrell, Esq., London.

To a Legacy of £500; lady aged 73. Solicitor, Oliver George, Esq., Rhyl.

To One-third Share of Freehold and Copyhold Property in Cheltenham, producing £265 per annum; lady aged 56. Solicitors, Messrs. Winterbothams & Gurney, Cheltenham.

To Freehold and Copyhold Property at Buntingford and Ware value £2,700; lady aged 60. Solicitors, Messrs. Cockburn & Rodgers, Hove.

To £1,000 Two-and-Three-Quarters per Cent. Consols; lady aged 61. Solicitors, Messrs. Bower & Parkes, London.

To a Fund represented by India and Colonial Stock, value £5,100; lady aged 57. Solicitors, Messrs. W. H. Smith & Son and Law & Worsam, both of London.

To One-eighth of a Fund represented by Consols, Railway, and Corporation Stocks, value £11,267; gentleman aged 62, and lady aged 64. Solicitors, Messrs. Pearce, Jones, & Co., London.

POLICIES for £2,000, £2,000, £1,000, £1,000, £1,000, £999, £819, £800, £200. Solicitors, Messrs. Halse, Trustram, & Co., John Lock, Esq., Harratt & Pollock, all of London; W. R. Evans, Wrexham; Oliver George, Esq., Rhyl.

SHARES in Sandown Park (Limited) Racecourse. Solicitors, Messrs. Nickinson & Co., London.

(See advertisements, this week, p. 7.)

April 5.—Messrs. Stimson & Sons, at the Mart, at 2:—Highgate: Freehold Ground-Rents of £39 10s. per annum in one collection. Kilburn: Factory and House and Shop; let at £50 and £60 per annum. Also Residence; let at £55 per annum; term 49½ years. Solicitors, Messrs. H. S. Harris & Co., London.—Ball's Pond-road: Freehold House

and newly-erected Factory Premises; let at £80 per annum. Walthamstow: Freehold Ground-Rents of £26 12s., upon two houses and shops. Solicitors, Messrs. J. Ambrose Long & Co., London. (See advertisements, this week, p. 5.)

RESULT OF SALE.

Messrs. DAVID BURNETT & Co.'s Sale, at the Mart, on the 13th inst.:—Lot 1. The Sun Public-house, 2, Gate-street, Lincoln's-inn-fields, and 4, Gate-street, adjoining. (Bought in for £5,500.).—Lot 2. No. 42, Whetstone Park, adjoining Lot 1: let at £120 per annum. (Sold for £2,800.).—Lot 3. No. 41, Whetstone Park, adjoining; let at £75 per annum. (Sold for £1,620.).—Lot 4. No. 127, Holland Park-avenue, bank; let at £130 per annum. (Sold for £1,990.).—Lot 5. No. 125, Holland Park-avenue, shop; let at £85 per annum. (Sold for £1,210.).—Lot 6. No. 123, Holland Park-avenue, shop; let at £70 per annum. (Sold for £820.).—Lot 7. Nos. 27, 28, 29, and 30, Huntsworth-terrace, Marylebone; producing £767 4s. per annum. (Sold for £8,700.).—Lot 8. No. 22, The Mall, Ealing, shop; let at £80 per annum. (Sold for £2,010.).—Lot 9. No. 24, The Mall, adjoining; let at £80 per annum. (Sold for £2,100.).—Lot 10. Nos. 26 and 28, The Mall, adjoining; producing £180 per annum. (Sold for £4,020.)—Lot 11. Nos. 17A to 23, The Grove, Ealing, freehold shops; producing £190 per annum. (Sold for £3,040.).—Lot 12. Nos. 58 and 60, Baker's-lane, Ealing, two freehold cottages. (Sold for £590.).—Lot 13. No. 43, Uxbridge-road, Ealing; let at £85 per annum. (Sold for £1,030.).—Total, nearly £25,000.

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, March 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AAMDAL COPPER MINES SYNDICATE, LIMITED—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Jermyn Ford, 81, Cannon st. Gover & Co, 71, Queen st, Cheapside, solors for liquidator

ASSOCIATED MURCHISON GOLD MINES, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Fenton Pugh, 11, Queen Victoria st. Parker & Co, St. Michael's Rectory, Cornhill, solors to liquidator

FOREST IRON AND STEEL CO, LIMITED—Creditors are required, on or before April 23, to send in their names and addresses, and the particulars of their debts or claims, to Robert William Tolfree, Pontypridd

GUTTA PERCHA CORPORATION, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts and claims, to Edwin Hayes, 28, Basinghall st

H. M. PAULDEN & Co, LIMITED—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Robert Thomson Heselton, 9, Market st, Bradford. Mossman & Co, Bradford, solors for liquidator

MADLEIGH CASTLE GOLD MINING CO, LIMITED—Petn for winding up, presented March 21, directed to be heard on April 4. Gibbs & Co, 4, Eastcheap, for Moxon & Lean, Cardiff, solors for petner. Notice of appearing must reach the above-named Gibbs & Co not later than 6 o'clock in the afternoon of April 3

INTERNATIONAL INDUSTRIAL SYNDICATE, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Henry Edwin Baker and Frank Gardiner Fedden, 53, Victoria st, Westminster

LONDON MUSICAL COURIER CO, LIMITED—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Charles William Cornish, 1, Gresham bldgs, Basinghall st

PHOTO-PRISMATIC PUBLISHING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Harry Voce Thurgood and William Morgan, 11, Queen Victoria st. Last & Sons, 19, Pall Mall East, solors for liquidators

RALPH MARTINDALE & Co, LIMITED—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to Arthur Thomas Powell, 15, Newhall st, Birmingham. Foster & Co, Birmingham, solors for liquidator

STONE & Co, LIMITED—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts and claims, to William Barclay Peat, 3, Lothbury. (Note.—The above-named company was wound up for the purpose of reconstruction under the name of Stone & Co, Limited. The business will continue as heretofore, and the company's operations have not been, and will in no way be, affected by the winding up above referred to)

TROPICAL TRADING AND TRANSPORT CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Frederick Henry Firth, 9, New Broad st

TUTHILL LIMESTONE CO, LIMITED—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts and claims, to Harry Squance, 26, John st, Sunderland. Cooper & Goodger, Newcastle on Tyne, solors to liquidator

UNLIMITED IN CHANCERY.

ILFRACOMBE PERMANENT MUTUAL BENEFIT BUILDING SOCIETY—Petn for winding up, presented March 21, directed to be heard on April 4. Blount & Co, Fitzalan House, Arundel st, Strand, for Rowe, Ilfracombe, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

SOUTHAMPTON TRAMWAYS CO—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Joseph Barber Glenn, 74, Cheapside

FRIENDLY SOCIETIES DISSOLVED.

CLIPSTONE CO-OPERATIVE SOCIETY, LIMITED, Church st, Clipstone, Northampton. Feb 28

FRENCH WORKING MEN'S CLUB, 98, Charing Cross rd. March 19

FRIENDLY SOCIETY, Green hill lan, Linton, Cambridge. March 8

PRIDE OF ROSS, ORDER OF SONS OF TEMPERANCE FRIENDLY SOCIETY, Upper Schoolroom, Churchyard, Ross, Hereford. March 16

*London Gazette.*—TUESDAY, March 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BEAUMONT PATENT BRAKE SYNDICATE, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Herbert Arthur Grimsdick, 165, Fenchurch st. Sparks, 32, Walbrook, solor

BRITISH DRYING CO, LIMITED—Petn for winding up, presented March 22, directed to be heard on April 4. Lewis, 3, Adelaide pl, London Bridge, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

CARLYLE GOLD MINE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Herbert Watkins, 23, New Broad st

DUKE GOLD MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate st Within. Burn & Berridge, Old Broad st, solors to liquidator

"FEATHERS" PUBLISHING CO, LIMITED—Creditors are required, on or before April 30, to send their names, addresses, and the particulars of their debts or claims to Frederick William Lord, 60, Watling st

FORT STUART SHIP CO, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Halmemann Stuart, 41, Castle st, Liverpool. Forshaw & Hawkins, Liverpool, solors for liquidator

FRASER RIVER OIL AND GUANO SYNDICATE, LIMITED—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to Warwick Wellby Clarke, 35, New Broad st. Francis & Johnson, Great Winchester st, solor for liquidator

FRYER & Co, LIMITED—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to James Lapraik, 20, Union st, Dewsbury. Chadwick & Sons, Dewsbury, solors for liquidator

HANNANS GOLDEN DREAM, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate st Within. Burn & Berridge, Old Broad st, solors to liquidator

JOSEPH HARGREAVES, LIMITED—Creditors are required, on or, before Monday, April 30, to send their names and addresses, and the particulars of their debts or claims, to Wm. Martello Gray, District Bank chmbrs, Market st, Bradford. Neill & Holland, Bradford, solors for liquidator

LONDON AND NORTHERN DEBENTURE CORPORATION, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Alfred Akers, 15, George st, Mansion House. Baker & Co, Cannon st, solors to liquidator

LYDENSBURG MINERALS EXPLORING CO, LIMITED—Petn for winding up, presented March 24, directed to be heard on April 4. Flux & Co, 3, East India avenue, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

PANUCO COPPER CO, LIMITED—Petn for winding up, presented March 24, directed to be heard on April 4. Rowcliffes & Co, 1, Bedford row, for Clayton & Gibson, Newcastle on Tyne, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

POWER DIE PRINTING SYNDICATE, LIMITED—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to William Henry Davis, Howard House, Arundel st, Strand

STIEFEL'S WELDLESS TUBE PATENTS (FOREIGN), LIMITED—Creditors are required, on or before May 11, to send in their names and addresses, together with full particulars of their debts or claims, to Mr. John William Barratt, 21, Waterloo st, Birmingham. Pinsent & Co, Birmingham, solors to liquidator

SWEDISH ASSOCIATION, LIMITED—Creditors are required, on or before, May 7, to send their names and addresses, and particulars of their debts and claims, to Mr William Barclay Peat, 3, Lothbury. Ashurst & Co 19, Throgmorton avenue, solors to liquidator

WAKEFIELD'S PATENT NAILLESS HORSESHOE SYNDICATE, LIMITED—Petn for winding up, presented March 23 directed to be heard April 4. Fowler & Co., 28, Victoria st, Westminster, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

FRIENDLY SOCIETIES DISSOLVED.

CO-OPERATIVE HOUSE DECORATORS AND PAINTERS SOCIETY, LIMITED, 23, Stadium st, Chelsea. March 16

CROPSTONE LAND SOCIETY, LIMITED, Cropstone, Leicester. March 19

INTERNATIONAL SOCIETY OF WOOD ENGRAVERS, Old Cheshire Cheese Tavern, Surrey st, Strand. March 21

TOOTING WORKING MEN'S MEDICAL AID ASSOCIATION, Mitcham rd, Broadway, Lower Tooting. March 17



## BANKRUPTCY NOTICES.

*London Gazette*—FRIDAY, March 23.

RECEIVING ORDERS.

ADAMS, JOHN, Birmingham, Cut Nail Manufacturer Birmingham Pet March 16 Ord March 16

ANDERTON, FRED WAINWRIGHT, Halifax, Veterinary Surgeon Halifax Pet March 19 Ord March 19

ATHERTON, FREDERICK, Leigh, Lancs, Grocer Bolton Pet March 21 Ord March 21

BAINES, EDWARD ARTHUR, Gainsborough, Engineer Lincoln Pet March 19 Ord March 19

BAINES, FRANK LAMBERT, Gainsborough, Mechanic Lincoln Pet March 19 Ord March 19

BEATTIE, ROBERT CHARLES, Handsworth, Manufacturer Birmingham Pet Feb 27 Ord March 20

BLUNDELL, HENRY, Blackburn, Fruit Salesman Blackburn Pet March 20 Ord March 20

BRACEWELL, RICHARD ALFRED, Laisterdyke, Bradford, Cart Driver Bradford Pet March 19 Ord March 19

BROWN, WILLIAM HENRY, Handsworth, Watchmaker Birmingham Pet March 21 Ord March 21

BURROWS, CHARLES EDWARD, Bishopsgate st Without, Solicitor High Court Pet Oct 14 Ord March 20

CADMAN, GEORGE, and EDWARD JOSEPH HAWLEY, Burslem, Staffs, Earthenware Manufacturers Hanley Pet March 21 Ord March 21

CAMPLING, CHARLES, Bedford, Draper Bedford Pet March 7 Ord March 19

CREIGHTON, PETER, Chester, Boatbuilder Chester Pet March 21 Ord March 21

DEERE, FREDERICK WILLIAM, Manor pk, Essex, Builder High Court Pet March 20 Ord March 20

DERBY, CHARLES ALBERT, Cosham, Clerk Portsmouth Pet March 21 Ord March 21

DIVES, ROBERT FRANK, Netherlands, nr Petworth, Sussex, Tunbridge Wells Pet March 19 Ord March 19

DIXON, JOHN, Sutherland av, Maida Vale, Merchant High Court Pet March 20 Ord March 20

GRANT, WILLIAM JOHN, Bassaleg, Mon Newport, Mon Pet March 20 Ord March 20

GREEN, JOSEPH, and GEORGE GREEN, Doncaster, Pawnbrokers Sheffield Pet March 8 Ord March 20

HAGUE, CHARLES, Carlton, Notts, Lace Manufacturer Nottingham Pet March 20 Ord March 20

HANSON, JOHN ISAAC, Blackburn, Cashier Blackburn Pet March 12 Ord March 21

HEWLITT, CHARLES FREDERICK, Old Kent rd, Foreman Carpenter High Court Pet March 19 Ord March 19

HIRST, FRANK, Huddersfield, Advertisement Canvasser Huddersfield Pet March 20 Ord March 20

HOLLAND, HARRY MORTER, Woodford, Chester, Joiner Macclesfield Pet March 20 Ord March 20

HUMPHREY, JAMES, Timberhill, Norwich, Whipmaks Norwich Pet March 20 Ord March 20

HUTCHINS, WALTER HALL, Woodcote, Oxford, Farmer Oxford Pet March 21 Ord March 21

HUTCHINSON, DENNIS WILLIAM, Beeston, Notts, Coal Merchant Nottingham Pet March 20 Ord March 20

IRLAM, ARTHUR, Bradford, Painter Bradford Pet March 20 Ord March 20

KENT, HENRY, Swindon, Wilts, Gas Fitter Swindon Pet March 20 Ord March 20

KROCHMALNIK, M, Manchester, Job and Fent Merchant Manchester Pet Feb 23 Ord March 21

LEAPMAN, ALFRED, Strand High Court Pet Feb 19 Ord March 21

LEWIS, THOMAS, Brynhyfryd, Swansea, Insurance Collector Swansea Pet March 19 Ord March 19

LEYLAND, AMBLER, Cleckheaton, Worsted Spinner Bradford Pet March 17 Ord March 17

LOGAN, GEORGE, Merton, Surrey, Tailor Kingston, Surrey Pet March 21 Ord March 21

MESSER, WILLIAM, St Thomas, Swansea, Labourer Swansea Pet March 20 Ord March 20

MILLS, ARTHUR, Easebourne, Grocer Brighton Pet March 19 Ord March 19

MORRIS, F. SANDERS, Trafalgar sq, Consulting Engineer High Court Pet Feb 23 Ord March 21

MORRIS, L, Piccadilly High Court Pet March 2 Ord March 21
MURTT, HENRY, East Ham, Essex, Builder High Court Pet Feb 13 Ord March 17
NICHOLAS, ROBERT, Aberavon, Glam, Grocer Neath Pet March 19 Ord March 19
OSBORNE, HENRY, Farthinghoe, Northants, Farmer Banbury Pet March 21 Ord March 21
PITCHERS, WILLIAM T, sen, Godalming, Surrey Guildford Pet March 1 Ord March 20
POOLE, J W, Kensington High Court Pet March 2 Ord March 21
POPPELTON, WILLIAM, Walsall, Journeyman Bridle Cutter Walsall Pet March 19 Ord March 19
SEARLE, JAMES, Sutton Coldfield, Warwick, Draper Pet March 20 Ord March 20
SHORTHOUSE, SAMUEL, Tipton, Staffs, Brassfounder Dudley Pet March 19 Ord March 19
SMALES, WILLIAM, Bradford, Glass Dealer Bradford Pet March 19 Ord March 19
SMITH, ALBERT WILLIAM, Gainsborough, Labourer Lincoln Pet March 19 Ord March 19
SMITH, JOHN, Wigan, Hosiery Manufacturer Wigan Pet March 21 Ord March 21
SMITH, VIVIEN ANGELA MARY, Hove, Sussex Brighton Pet March 20 Ord March 20
SUTHERLAND, WILLIAM, Llanelly, Draper Carmarthen Pet March 20 Ord March 20
SYMMONS, FREDERICK WALTER, Boscombe, Southampton, Draper Poole Pet March 19 Ord March 19
TOWNSEND, MARK, Islington, Butcher High Court Pet March 19 Ord March 19
WENHAM, THOMAS KIMBER, Woking, Butcher Guildford Pet Jan 30 Ord March 20
WESSON, GEORGE MARRIOTT, Sneinton, Nottingham, Hotel Proprietor Nottingham Pet March 19 Ord March 19
WOODMAN, JAMES, Bishops Waltham, Saddler Southampton Pet Feb 23 Ord March 19

FIRST MEETINGS.

ANDERTON, FRED WAINWRIGHT, Halifax, Veterinary Surgeon April 4 at 3 Off Rec, Town Hall chmbrs, Halifax
AVES, HENRY, Orpington, Kent, Builder March 30 at 12 30 24, Railway app, London Bridge
BANTOFT, ALFRED HOWARD, St Paul's churchyard, Mantle Manufacturer March 30 at 12 Bankruptcy bldgs, Carey st
BISHOP, HENRY, Lodsworth, Sussex, Grocer April 4 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
BOAL, FRANCIS, Norton, Durham, Fish Dealer April 11 at 3 Off Rec, 8, Albert rd, Middlesborough
BOWERS, ROBERT, Union st, Borough, Builder March 30 at 11 Bankruptcy bldgs, Carey st
BROOKS, HENRY, St Anne's on the Sea, Lancs, Builder March 30 at 3 Off Rec, 14, Chapel st, Preston
BUSBY, WILLIAM THOMAS, Wellingborough, Greengrocer April 3 at 11.15 Off Rec, County Court bldgs, Sheep st, Northampton
CAMPION, WALTER LEO, Leicester, Butcher March 30 at 12.30 Off Rec 1, Berridge st Leicester
CHARLESWORTH, FRED, Greetland, nr Halifax, Butcher April 4 at 12 Off Rec, Townhall chmbrs, Halifax
DAVIES, DAVID, Mumbles, Glam, Builder March 30 at 12 Off Rec, 31, Alexandra rd, Swansea
DAWSON, GEORGE FREDERICK, Boston, Lincs, Licensed Victualler April 3 at 11 4 and 6, West st, Boston
DOBSON, WALTER, Bradford, Carver March 30 at 11 Off Rec, 31, Manor row, Bradford
FIELDER, STEPHEN, Manchester, Corset Manufacturer March 30 at 3 Off Rec, Byrom st, Manchester
FOWLER, MAXWELL, Hipperholme, nr Halifax, Gardener April 4 at 2 30 Off Rec, Townhall chmbrs, Halifax
FRIEDLANDER, J, Canonbury April 2 at 11 Bankruptcy bldgs, Carey st
GIBSON, ARTHUR, Kingston upon Hull, Builder March 30 at 11 Off Rec, Trinity House lane, Hull
HATHAWAY, CHARLES, Enfield March 30 at 12 Off Rec, 95, Temple chmbrs, Temple av
HAYLEY, JOHN NEWTON, Bognor April 5 at 10 30 Off Rec, 4, Pavilion bldgs, Brighton
HODSON, E, Middlesborough April 6 at 3 Off Rec, 8, Albert rd, Middlesborough
HOGGE, SPENSER HALLS, Shimpling, Suffolk, General Shopkeeper April 6 at 11.30 Cups Hotel, Colchester
HUGHES, JOHN, Bodorgan, Anglesey, Coal Merchant April 5 at 12 Magistrates' Room, Bangor
JACOBS, MORRIS, Spitalfields, Cabinet Maker April 2 at 2 30 Bankruptcy bldgs, Carey st
JOLLY, HERBERT, Boxford, Suffolk, Innkeeper April 3 at 2 Off Rec, 34, Princes st, Ipswich
JONES, ISAAC, Mountain Ash, Collier March 30 at 3 135, High st, Merthyr Tydfil
KROCHMALNIK, M, Manchester, Job Merchant March 30 at 2 30 Off Rec, Byrom st, Manchester
LAWRENCE, JAMES, Leicester, Journeyman Baker March 30 at 3 Off Rec, 1, Berridge st, Leicester
LEYLAND, AMBLER, Cleckheaton, Yorks, Worsted Spinner April 2 at 11 Off Rec, 31, Manor row, Bradford
MCKAY, IVER, Maida vale, Vocalist April 2 at 12 Bankruptcy bldgs, Carey st
MALTON, JOHN, Sheffield, Builder March 30 at 12.30 Off Rec, Figtree ln, Sheffield
MANN, ALLEN, Falmouth, Grocer March 31 at 12 Off Rec, Rosewen st, Truro
MOSS, THOMAS ARTHUR, Gt Yarmouth, Carter March 31 at 1 Off Rec, 8, King st, Norwich
NIELD, THOMAS STANYER, Peckforton, Cheshire, Farmer March 30 at 11 Royal Hotel, Crewe
PARSONS, HENRY EDWARD, Worcester, Tailor March 30 at 10.30 45, Copenhagen st, Worcester
RICHARDS, WILLIAM ELIAS, Maesteg, Glam, Ironmonger April 2 at 2.30 Off Rec, Baldwin st, Bristol
RUSSELL, THOMAS, Bedford, Schoolmaster April 2 at 11.30 Off Rec 1A, St Paul's sq, Bedford
SCRIVEN, ALICE, Malvern Link, Worcester, Baker April 2 at 11 45, Copenhagen st, Worcester
SCOTT, MARY ELIZABETH, Boston, Lincs, Furniture Dealer April 3 at 11.30 4 & 6, West st, Boston
SEPTON, THOMAS BENJAMIN, Malvern Link, Worcester, Builder March 31 at 11 45, Copenhagen st, Worcester
STANLEY, JOHN, Lytham, Lancs, Builder March 30 at 2.30 Off Rec, 14, Chapel st, Preston
WALDRON, ROBERT VINE, Herne Hill March 30 at 11 Bankruptcy bldgs, Carey st
WESTGATE, ALBERT EDWARD, Heathfield, Sussex, Baker April 4 at 11 17, High st, Lewes
WHITWELL, HORACE JOHN, Preston, Sussex, Licensed Victualler April 4 at 3 Off Rec, 4, Pavilion bldgs, Brighton
WOODMAN, EDWARD HENRY, Bethnal Green rd, Licensed Victualler April 2 at 12 Bankruptcy bldgs, Carey st
WOODMAN, JAMES, Bishop's Waltham, Saddler April 4 at 3.15 Off Rec, 172, High st Southampton
YOUNG, WILLIAM JOHN, Sheffield, Baker March 30 at 12 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

ALDRIDGE, JAMES EYRE, JOHN HENRY WALKER, and JOHN WHEELER ALDRIDGE, Bristol, Engineers Bristol Pet Feb 20 Ord March 19
ANDERTON, FRED WAINWRIGHT, Halifax, Veterinary Surgeon Halifax Pet March 19 Ord March 19
ANDREWS, CHARLES BUTLER, Walworth, Philosophical Instrument Maker High Court Pet March 7 Ord March 20
ATHERTON, FREDERICK, Leigh, Lancs, Grocer Bolton Pet March 21 Ord March 21
BAINES, EDWARD ARTHUR, Gainsborough, Engineer Lincoln Pet March 19 Ord March 19
BAINES, FRANK LAMBERT, Gainsborough, Mechanic Lincoln Pet March 19 Ord March 19
BLUNDELL, HENRY, Blackburn, Fruit Salesman Blackburn Pet March 20 Ord March 20
BRACEWELL, RICHARD ALFRED, Laisterdyke, Bradford Cart Driver Bradford Pet March 19 Ord March 19
BROADWAY, JOHN, Portsea, Hants, Refreshment House Keeper Portsmouth Pet March 3 Ord March 17
BROOKS, HENRY, St Anne's on the Sea, Lancs, Builder Preston Pet Feb 24 Ord March 16
BURT, ANTHONY NICHOLLS, and WILLIAM HENRY SEARLE, Ealing, Builders Brentford Pet Jan 23 Ord March 17
CADMAN, GEORGE, and JOSEPH EDWARD HAWLEY, Burslem, Staffs, Earthenware Manufacturers Hanley Pet March 21 Ord March 21
CLIFTON, THOMAS, Nunhead, Grocer High Court Pet March 14 Ord March 19
COLEMAN, HARRY, Chipping Norton, Ironmonger Oxford Pet Feb 19 Ord March 19
CREIGHTON, PETER, Chester, Boatbuilder Chester Pet March 21 Ord March 21
DEEKS, FREDERICK WILLIAM, Manor Park, Builder High Court Pet March 20 Ord March 20
DERBY, CHARLES ALBERT, Cosham, Hants, Clerk Portsmouth Pet March 21 Ord March 21
DIVES, ROBERT FRANK, Netherlands, nr Fetworth, Sussex, Head Stockman Tunbridge Wells Pet March 19 Ord March 19
HAGUE, CHARLES, Radford, Notts, Lace Manufacturer Nottingham Pet March 20 Ord March 20
HATHAWAY, CHARLES, Enfield Edmonton Pet March 13 Ord March 17
HAYLEY, JOHN NEWTON, Bognor Brighton Pet Feb 22 Ord March 21
HEWLITT, CHARLES FREDERICK, Old Kent rd, Foreman Carpenter High Court Pet March 19 Ord March 19
HIRST, FRANK, Huddersfield, Advertisement Canvasser Huddersfield Pet March 20 Ord March 20
HOLLAND, HARRY MORTEN, Woodford, Chester, Joiner Macclesfield Pet March 20 Ord March 20
HUMPHREY, JAMES, Timberhill, Norwich, Whipmaker Norwich Pet March 20 Ord March 20
HUTCHINS, WALTER HALL, Woodcote, Oxford, Farmer Oxford Pet March 21 Ord March 21
HUTCHINSON, DENNIS WILLIAM, Beeston, Notts, Coal Merchant Nottingham Pet March 20 Ord March 20
IRLAM, ARTHUR, Bradford, Painter Bradford Pet March 20 Ord March 20
JACOBS, MORRIS, Hanbury st, Spitalfields, Cabinet Maker High Court Pet Feb 27 Ord March 20
JOPSON, JOHN CHARLES, Sparkhill, Warwick, Cycle Maker Birmingham Pet March 9 Ord March 17
KENT, HENRY, Swindon, Wilts, Gas Fitter Swindon Pet March 20 Ord March 20
KIRK, WILLIAM, Bexhill, Licensed Victualler Hastings Pet Feb 24 Ord March 20
LEES, HERBERT, Preston Brook, Chester, Farmer Warrington Pet Feb 6 Ord March 19
LEWIS, THOMAS, Brynhyfryd, Swansea, Insurance Collector Swansea Pet March 19 Ord March 20
LEYLAND, AMBLER, Cleckheaton, Yorks, Worsted Spinner Bradford Pet March 17 Ord March 17
LOGAN, GEORGE, Merton, Surrey, Tailor Kingston Pet March 21 Ord March 21
MAILLARD, GEORGE, Camberley, Surrey Wells Pet Feb 10 Ord March 20
MILLS, ARTHUR, Eastbourne, Grocer Brighton Pet March 19 Ord March 21
NICHOLAS, ROBERT, Aberavon, Grocer Neath Pet March 19 Ord March 19
POPPLETON WILLIAM Walsall, Journeyman Bridle Cutter Walsall Pet March 19 Ord March 20
ROSA, ALFRED, Liverpool, Commission Agent Liverpool Pet Feb 3 Ord March 19
SMALES, WILLIAM, Bradford, China Dealer Bradford Pet March 19 Ord March 19
SMITH, ALBERT WILLIAM, Gainsborough, Labourer Lincoln Pet March 19 Ord March 19
SMITH, JOHN, Wigan, Hosiery Manufacturer Wigan Pet March 21 Ord March 21
SPRANGE, ALBERT CHARLES, Lombard st, Insurance Broker High Court Pet Nov 25 Ord March 19
STANLEY, JOHN, Lytham, Lancs, Builder Preston Pet Feb 21 Ord March 16
STEVENSON, ALEXANDER WALLACE, Brook st, Grosvenor sq High Court Pet Jan 11 Ord March 19
STOYLE, JOHN, Birmingham, Draper Birmingham Pet Feb 27 Ord March 15
SUTHERLAND, WILLIAM, Llanelly, Draper Carmarthen Pet March 20 Ord March 20
SYMMONS, FREDERICK WALTER, Boscombe, Draper Poole Pet March 19 Ord March 19
TOLHURST, EDWIN ALEXANDER, Hastings, Fishmonger Hastings Pet March 17 Ord March 21
TOWNSEND, MARK, Packington st, Islington, Butcher High Court Pet March 19 Ord March 19
TURNER, EDWARD TREVELYAN, Pall Mall High Court Pet Dec 4 Ord March 19
VERBINDER, ARTHUR, Handsworth, Stafford, Builder Birmingham Pet Feb 23 Ord March 16
VINALL, JOHN, jun, Eastbourne, Builder Eastbourne Pet Feb 7 Ord March 19
WESSON, GEORGE MARRIOTT, Sneinton, Nottingham, Hotel Proprietor Nottingham Pet March 19 Ord March 19
WESTGATE, ALBERT EDWARD, Heathfield, Sussex, Baker Lewes Pet March 5 Ord March 21